

Board of County Commissioners

Agenda Request

Date of Meeting: April 2, 2024

Date Submitted: March 19, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator
Curtis Young, Public Works Director

Subject: Approval of Contract Extension with AECOM, Inc.

Statement of Issue:

This agenda item seeks Board approval to extend the contract with AECOM, Inc. to provide the LAP (Local Agency Program) Construction Engineering and Inspection (CEI) Services.

Background:

On March 15, 2022, the Board approved the current contract with AECOM, Inc. to provide CEI Services for the LAP Multiple Projects. The Contract expired on December 30, 2023. Under the terms of the Original Agreement AECOM, Inc. has (2) existing projects to complete. The parties agree to extend the Original Contract for an additional period, which began upon the expiration of the original time period and will end on the 30th day of June 2025.

Analysis:

Gadsden County is required to enter into an agreement/extension with AECOM for CEI Services to be in compliance with the LAP rules and continue the process of grants.

Fiscal Impact:

FDOT has allocated funding for CEI services for the above-referenced projects. There will be no fiscal impact to the county.

Options:

1. Approval of the contract extension with AECOM, Inc. for CEI Services and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachments:

1. Contract Extension
2. Original Executed Agreement - Copy

**CONTRACT AGREEMENT EXTENSION
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
LAP MULTIPLE PROJECTS**

THIS AGREEMENT dated December 30, 2023, is entered into by the Gadsden County Board of County Commissioners (“County”) and AECOM, Inc. (“Consultant”). The County and the Consultant also may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS the Parties entered into an AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR MULTIPLE PROJECTS on the 15th day of MARCH 2022.

WHEREAS the Parties hereby agree to extend the terms of the Original Contract in accordance with the terms of the Original Contract as well as the terms provided herein.

In consideration of the mutual covenants contained herein, Gadsden County and AECOM, Inc.; mutually covenant and agree as follows:

The Original Contract, which is attached hereto as a part of this Extension, ended on the 30th day of December 2023.

The parties agree to extend the Original Contract for an additional period, which began upon the expiration of the original time period and will end on the 30th day of June 2025.

This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Extension as of the Effective Date set forth above.

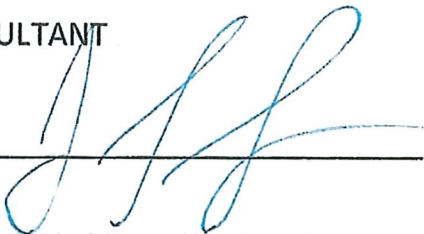
GADSDEN COUNTY BOCC

Approved as to form:

By: _____
Clayton Knowles, County Attorney

By: _____
Ronterious Green, Chairman

CONSULTANT

By: 

J. Larry Sauls, PE Vice President

(Print name and title of Consultant)



Witness as to Consultant



Witness as to Consultant

Attest: _____
Gadsden County Clerk of County

Contract No. _____

**AGREEMENT FOR
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
MULTIPLE PROJECTS**

THIS AGREEMENT dated March 15, 2022, is entered into by the Gadsden County Board of County Commissioners ("County") and AECOM ("Consultant"). The County and the Consultant also may be referred to individually as a "Party" or collectively as the "Parties."

Recitals

The County issued Request for Proposal No. RFP# 21-08 ("RFP") for construction engineering and inspection services relating to multiple projects identified in the Scope of Services, which is attached as Exhibit "1". The Consultant submitted a response, dated June 10, 2021, to the RFP, and the County, after evaluation of the responses received, selected the Consultant for an award of a contract for construction engineering and inspection services. The County and the Consultant now desire to enter into a contract providing for the furnishing of such services upon the terms and subject to the conditions set forth herein.

The parties therefore agree as follows:

1.0 OBJECTIVE

The Consultant shall furnish construction engineering and inspection services, as requested by the County, in support of the construction of Project A, B, C, D, and E ("Projects"). The consulting services to be performed are generally described in the Scope of Services, which is attached as Exhibit "1" to this Agreement and is by reference incorporated herein. Detailed scopes of services shall be established and set forth by task orders for individual Projects.

2.0 CONTRACT TERM

2.1 The Scope of Services to be rendered by the Consultant shall be completed in accordance with

project schedules included in Exhibit "2". Individual task orders will be issued for the "Projects".

The commencement date for services shall be the date specified in each task order's written notice to proceed from the County's Project Manager.

2.2 Changes to project schedules shall be subject to mutual agreement of the County and Consultant.

2.3 This contract will expire on December 31, 2023, unless extended and mutually agreed to by both by both parties by contract amendment.

3.0 COMPENSATION

3.1 For the satisfactory completion of the Scope of Services, the Consultant shall be paid a total sum not to exceed amount as established in each executed task order. The method of payment under this Agreement will be based on SPECIFIC RATES OF COMPENSATION. The total amounts payable with respect to services rendered during Projects activity shall not exceed the billing rates set forth in Exhibit "3", unless modified by an amendment executed by the County and Party. Projects task orders, detailed scopes, detailed services, and hours per position will be negotiated individually for each project and maximum compensation for each task will use the billing rates set forth in Exhibit "3".

4.0 PAYMENTS

4.1 The Consultant certifies that the wage rates and other factual unit costs supporting the contract compensation are accurate, complete, and current at the time of contracting. Furthermore, to the extent that such wage rates and other factual unit costs are found by the County to be inaccurate, incomplete, or non-current, the original price for such Agreement and any additions there to shall be adjusted to exclude any increases in the compensation paid to Consultant due to such circumstances. A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under this Agreement.

4.2 The County shall pay the Consultant's invoices in accordance with the Florida Local

Government Prompt Payment Act, Section 218.70, et.seq, Florida Statutes.

4.3 For the satisfactory completion of the Scope of Services for each project, the Consultant shall be authorized upon a total estimated cost with approved Hourly Rates and Material Testing Fee Schedules. The payments will be for the actual services rendered under each task order.

4.4 The compensation shall be payable monthly based upon the amount of work completed and accepted by the County. The amounts payable with respect to services rendered during each project activity shall not exceed the amounts set forth in the identified in Exhibit 3. Should the Consultant anticipate exceeding that amount, they shall notify the County in writing. Any changes to the total project amount must be modified by an amendment executed by the County and Contractor.

4.5 The Consultant shall submit monthly progress invoices for each project for review and approval to the designated Project Manager. The Consultant shall also provide monthly status reports and update meetings through the construction and closeout process. The proper form for an invoice is:

A numbered invoice document with date of invoice; project name; Florida Department of Transportation Financial Project Number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number.

5.0 ADDITIONAL OBLIGATIONS OF THE CONSULTANT AND COUNTY

5.1 The County and the Consultant acknowledge the relation of trust and confidence established each to the other, and each Party agrees to cooperate with the other in every respect in advancing project interests. Specifically, but without limitation, the Consultant covenants with the County to furnish his professional skill, care, and judgment in accordance with the prevailing standard of skill, care

and judgment expected of any professional Consultant under circumstances like those to be encountered on the type of projects undertaken, and to cooperate with the County in advancing the interest of the County. The Consultant acknowledges that the County reserves the right to provide to the Consultant from time to time, suggested approaches to problems and revisions to the work products.

5.2 When requested, and not at the expense of the Consultant, the County will furnish maps, drawings, records, audits, annual reports, and other data that are available in the files of the County and which are required for the work undertaken pursuant to this Agreement. If the work to be undertaken will require substantial information or documents from the County's records, Consultant shall identify those requirements to the Project Manager. The County will also examine studies, reports, sketches, drawings, specifications, proposal, and other documents presented by the Consultant and render decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

5.3 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or non-conformance in the services performed by the Consultant or any sub-consultant.

5.4 The Consultant shall provide, to the County, copies of drawings, reports, specifications and other necessary information identified in this Agreement in electronic form or electronic data for incorporation into the instruments of service as is required for the completion of the Projects. CAD files of all construction documents will be provided to the Consultant for record.

5.5 The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of this Agreement, including subconsultants assigned by the Consultant to perform work pursuant to the

Contract. The E-Verify form is included as Attachment G.

6.0 INDEMNIFICATION

To the fullest extent permitted by law, the contractor/consultant shall indemnify and hold harmless the County, its officers and employees and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the County's sovereign immunity.

7.0 INSURANCE

7.1 Prior to commencing work, Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the Agreement, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of Services hereunder by Consultant, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Consultant.

7.1.1 Consultant shall maintain the following coverage with limits no less than the indicated amounts:

(a) Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claim-made or preferably on an occurrence basis.

The insurance shall include coverage for the following:

- i. Premise/Operations
- ii. Explosion, Collapse and Underground Property Damage Hazard (only when

- applicable to the project)
- iii. Products/Completed Operations
- iv. Contractual
- v. Independent Consultants
- vi. Broad Form Property Damage
- vii. Personal Injury

(b) Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.

- i. Owned/Leased Autos
- ii. Non-Owned Autos
- iii. Hired Autos

(c) Workers' Compensation and Employers'/Umbrella Liability Insurance -

Workers' Compensation statutory limits as required by Chapter 440,. Florida Statutes.

This policy should include Employers'/Umbrella Liability Coverage for \$1,000,000 per accident.

(d) Professional Liability Insurance - \$1,000,000 or as per project (ultimate loss value per occurrence).

7.1.2 Other Insurance Provisions

(a) Commercial General Liability and Automobile Liability Coverage's

- (i) County, members of its County Commission, boards, commissions and committees, officers, agents, employees, and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, leased or used by Consultant or premises on which Consultant is performing Services on behalf of County. The coverage shall contain no special limitations on the scope of protection afforded to County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers.

- (ii) The Consultant's insurance coverage shall be primary insurance as respects County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, members of its County Commission, boards, commissions and committees, officers, agents, employees, and volunteers.
- (iv) Coverage shall state that Consultant's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

(b) Workers' Compensation and Employers' Liability and Property Coverage's

The insurer shall agree to waive all rights of subrogation against County, member of its County. Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Consultant in the performance of Services under this Agreement.

(c) All Coverage's

Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to County in accordance with this Agreement.

- (ii) If Consultant, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract.

County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach.

- (iii) Alternatively, County may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance.
- (iv) County shall be named as an additional insured on General Liability and Auto policies.

7.1.3. Deductibles

Any deductibles must be declared to and approved by County. At the option of County, the insurer shall reduce or eliminate such deductibles as respects County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

7.1.4. Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

7.1.5. Verification of Coverage

Consultant shall furnish County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be submitted with the proposal as a first peer review. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by County before work commences.

7.1.6. Sub-consultants and Subcontractors

Consultant shall include each of its sub-consultants and subcontractors as insured under the policies of insurance required herein.

8.0 NONDISCRIMINATION IN EMPLOYMENT

By the execution of this Agreement, the Consultant agrees to and assures the County of the following:

- 8.1 The Consultant will not discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.
- 8.2 The Consultant agrees to post in a conspicuous place, available to employees and applicants, notices setting forth the provisions of this nondiscrimination clause.
- 8.3 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that the firm is an Equal Opportunity Employer.
- 8.4 In the event that the Consultant does not comply with these assurances of nondiscrimination, this Agreement may be canceled, terminated, or suspended in whole or part.

9.0 CONTRACT RECORDS

The County shall have access to all books, documents, papers, and records of the Consultant directly pertinent to this Agreement to making audit, examination, excerpts, and transcriptions. The Consultant shall maintain all required records and other records pertinent to this Agreement for five (5) years after the County makes final payment and all other pending matters are closed.

10.0 OWNERSHIP OF DOCUMENTS

10.1 The term "Construction Documents" shall mean all documents prepared by County staff and/or Party for the County, relating to design or construction of the Projects. All County Documents shall be and remain the property of the County, and the County shall retain all common law, statutory and other reserved rights, including the copyright. County Design Documents shall not to be used on other work by the Consultant or be provided to third parties and shall be returned to the County at the conclusion or termination of this Agreement.

10.2 The Consultant shall deliver the originals (hard copy and/or electronic file) of all documents created under this agreement to the County upon completion of Consultant's work under this Agreement.

11.0 ERRORS AND OMISSIONS

Acceptance of the work by the County or Agreement termination does not constitute County approval and will not relieve the Party of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Party shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Party without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

12.0 TERMINATION OR SUSPENSION OF PROJECTS

The County may, by written notice to the Consultant, suspend any or all of the Consultant's obligations under this Agreement until such time as the event or condition resulting in such

suspension has ceased or been corrected or the County may terminate this Agreement in whole or in part at any time the interest of the County requires such termination.

- 12.1 If the County determines that the performance of the Consultant is not satisfactory, the County shall notify the Consultant of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Consultant of the deficiency that requires correction. If the deficiency is not corrected within such period, the County may either (1) immediately terminate the Agreement as set forth in paragraph 11.2 below, or (2) take whatever action is deemed appropriate by the County to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Consultant shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.
- 12.2 If the County terminates the Agreement with cause or for convenience, the County shall notify the Consultant of such termination in writing at least fourteen (14) days in advance. The notice from the County shall include instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- 12.3 If the Agreement is terminated before the Projects are completed, the Consultant shall be paid only for the percentage of the Projects satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the County and will be turned over promptly by the Consultant.
- 12.4 The County reserves the right to unilaterally cancel this Agreement for refusal by the Consultant or any sub-consultant to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or

received in conjunction with this Agreement unless the records are exempt.

12.5 Upon receipt of any final termination or suspension notice under this paragraph 10., the Consultant shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, the Projects activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Projects activities and contracts and other undertakings the cost of which are otherwise includable as Projects costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the County or upon the basis of terms and conditions imposed by the County upon the failure of the Consultant to furnish the schedule, plan, and estimate within a reasonable time. The closing out of the Projects shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

13.0 PROHIBITION AGAINST CONTINGENT FEES

In compliance with Sections 287.055(5)(a), and (6)(a), Florida Statutes, the Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, a fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. Any breach or violation of this warranty shall entitle the County to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

14.0 CONFLICT OF INTEREST

The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement.

15.0 GENERAL PROVISIONS

- 15.1 Consultant shall not assign any of their rights or obligations under this Agreement without prior approval by the County.
- 15.2 Consultant shall be responsible for the actions of all their subcontractors and consultants. Neither subcontractors nor any sub-consultants shall interface directly with the County.
- 15.3 Consultant agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- 15.4 This Agreement shall be construed and interpreted in accordance with Florida Law. Venue for any action brought in relation to this Agreement shall be placed in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.
- 15.5 Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.
- 15.6 If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return

receipt requested, as follows:

To the County:
Shandra Ganious
Project Manager
9B Jefferson Street
Quincy, Florida 32351
(875) 875-8672

To the Consultant:
AECOM Technical Services, Inc.
Matthew Branch, P.E. Project Manager
180 South Cherry Street Unit D
Monticello, Florida 32344
(850) 524-9439

15.7 A party's timely performance of its obligations under this Agreement, only to the extent such performance is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and for as long as performance of such obligations is prevented by reason of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, and (iii) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such party's willful or negligent acts or omissions, except in those cases where that party could have reasonably foreseen and reasonably avoided the occurrence. The party affected by any such event shall give written notice thereof to the other party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. The affected party shall use reasonable efforts to minimize the impact of that delay on that party's performance. Additionally, neither party shall be liable to the other for damages caused by such events.

- 15.8 The Consultant will be allowed to photograph the finished product at their own expense and use said photography for marketing purposes. Such marketing cannot state or imply endorsement of the Party by the County.
- 15.9 The Consultant shall be evaluated within sixty (60) days upon completion of the project. The evaluation will provide an indication of consultant's ability to perform construction engineering, and inspection services. The Consultant shall be given the opportunity to give written comments in response to the completed evaluation.
- 15.10 If, after Projects completion, any claim is made by the County resulting from an audit or for work or services performed pursuant to this Agreement, the County may offset such amount from payments due for work or services done under any agreement which it has with the Consultant owing such amount if, upon demand, payment of the amount is not made within 60 days to the County. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the County. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant or any default which may then exist on the part of the Consultant and the making of such payment by the County, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County with respect to such breach or default.
- 15.11 Public Entity Crimes As required by Florida State Statute 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform

work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO [\$35,000] for a period of 36 months from the date of being placed on the convicted vendor list.” Moreover, any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

15.12 No member, officer, or employee of the County or of the locality during his tenure or for 2 years thereafter shall have any interest, direct, or indirect, in this contract or the proceeds thereof. This provision shall be included in any subcontracts.

thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

15.12 The Consultant shall implement and meet the requirements for a drug-free workplace. Certification provided in Attachment I.

15.13 The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement.

15.14 This is a Federal Aid Contract. All terms included in Attachment B shall be incorporated into this contract and any contracts with sub-consultants.

16.0 FORMS AND ATTACHMENTS

The following attachments are hereby incorporated as part of the contract documents: FDOT

Form can be found at the following link: <https://fms.fdot.gov/>

Attachment A – Representations/Certifications Federal Form W-9 (www.irs.gov)

Attachment B – Local Agency Program Federal-Aid Terms for Professional Services Contracts
(FDOT Form 375-040-84)

Attachment C – DBE Bid Package Information (FDOT Form 275-030-11)

Attachment D – Certification regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)

Attachment E – Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
(FDOT Form #375-030-33 and if necessary #375-030-034)

Attachment F – Truth in Negotiation Certification (FDOT Form #375-030-30)

Attachment G – U.S. Department of Homeland Security's E-Verify form
(<https://www.uscis.gov/i-9>)

Attachment H – Conflict of Interest/Confidentiality Certification (FDOT Form #375-030-50)

Attachment I – Drug Free Workplace Program Certification

Attachment J – Advertised Request for Proposals with Addendums

Exhibit 1 – Scope of Services

Exhibit 2 – Projects Schedule

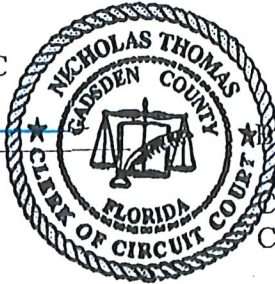
Exhibit 3 – Compensation

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

GADSDEN COUNTY BOCC

By: [Signature]
Nicholas Thomas
Gadsden County
Clerk of the Court



By: [Signature]
ANTHONY D. VIEGEBESIE, PH.D.
Chairperson, Gadsden County Board of
County Commissioners

Approved as to form:

By: [Signature]
County Attorney

[Signature]
Witness as to Consultant

[Signature]
Witness as to Consultant

CONSULTANT

By: [Signature]
J. Larry Sauls, PE, Vice President
(Type or print name and title of signatory)