

**Appendix 1**  
**Terms for Federal Aid Contracts / Florida Department of Transportation**

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the County and the Florida Department of Transportation relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - 1. withholding of payments to the Consultant under the Agreement until the Consultant complies and/or
  - 2. cancellation, termination or suspension of the Agreement, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the County, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

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The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or other such remedy as the recipient deems appropriate.

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Florida Department of Transportation in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Florida Department of Transportation. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- N. The County hereby certifies that neither the Consultant nor the Consultant's representative has been required by the Florida Department of Transportation, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to
  - 1. employ or retain, or agree to employ or retain, any firm or person, or
  - 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The County further acknowledges that this Agreement will be furnished to a federal agency, in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- O. The Consultant hereby certifies that it has not:
  - 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above Consultant) to solicit or secure this Agreement;
  - 2. agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement; or
  - 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above Consultant) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

The consultant further acknowledges that this Agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Other Requirements:

The Consultant shall comply with Florida Department of Transportation's DBE Program Plan unless the County or the Consultant has a DBE Program Plan approved by the USDOT. The Florida Department of Transportation currently has a race neutral program with an 9.91% Goal.

A DBE preference is not permitted. Use DBEs certified under the Florida Unified Certification Program Directory:  
<http://www.dot.state.fl.us/equalopportunityoffice/dbecertification.shtm>

E- VERIFY: 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; and shall expressly require any subconsultants performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the term of the Agreement.



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Web Application

Office of Work Program and Budget Lisa Saliba - Director

**Five Year Work Program**

Selection Criteria	
All in State (Updated: 3/16/2014-19:15:01)	2014-2018 AD Item Number:424564-6

424564-6		HAINES-BAYSHORE RD FROM US 19 N TO SUNRISE BLVD			
District 07 - Pinellas County		Project Manager: PRD-SCL			
Type of Work: SIDEWALK					
Activity	Description	Resp. Person	Early Start	Early Finish	Total Float
250010000	PE Begin (Phase 31 - In-House)		06/09/2014	06/09/2014	0
452010000	PE Execution (Other Agency/CAP LAP/NTP)		06/10/2014	06/10/2014	0
605010000	Local Agency Advertise: RFQ Consultants		06/23/2014	07/14/2014	0
614010000	Local Agency Award Design to Consultant		07/15/2014	09/23/2014	0
113010000	Prepare Phase II (60%) Plans		09/24/2014	12/19/2014	0
235010000	Submit PH II (60%) Plans		12/22/2014	12/22/2014	0
302010000	PH II (60%) Plans Review		12/23/2014	02/05/2015	0
113020000	Prepare Phase IV (100%) Plans		02/06/2015	04/30/2015	0
235020000	Submit PH IV (100%) Plans /Certification Letters		05/01/2015	05/01/2015	0
310010000	Review PH IV (100%) Plans / Certification Letters		05/04/2015	06/12/2015	0
113030000	Prepare Final Plans		06/15/2015	09/08/2015	0
235030000	Submit Final Plans/Bid Doc/Checklist/ROW Certification Form		09/09/2015	09/09/2015	0
255010000	Right Of Way Certified		09/10/2015	09/30/2015	30
726010000	Review of Final Plans/Bid Doc/Checklist		09/10/2015	11/12/2015	0
223010000	FINAL PLANS / BID DOC / ROW Cert APPROVED		11/12/2015	11/12/2015	0
223030000	Funds Encumbered/Federal Authorization		11/13/2015	11/16/2015	0
454010000	Construction (Other Agency)/LAP Letting Plan Date		12/14/2015	12/14/2015	0
234010000	Notice To Proceed (Construction Advertisement)		12/30/2015	12/30/2015	0
181010000	Advertisement Period		01/13/2016	02/03/2016	0
223040000	Submit Bid Tabs/Analysis to FDOT		02/04/2016	02/17/2016	0
289010000	Letting (Bid Opening) Date		02/04/2016	02/04/2016	0
223050000	FDOT Review & Concurrence to Award		02/18/2016	03/02/2016	0
234020000	Local Agency NTP to Contractor		03/30/2016	03/30/2016	0
465010000	Award Date		03/30/2016	03/30/2016	0
466010000	Construction Duration		03/31/2016	01/13/2017	0
779010000	Final Bid Document Received		04/27/2016	04/27/2016	180
467010000	Final Inspection		03/13/2017	03/13/2017	0

This site is maintained by the Office of Work Program and Budget, located at 605 Suwannee Street, MS 21, Tallahassee, Florida 32399. For additional information please e-mail questions or comments to:  
 (Lisa Saliba: [Lisa.Saliba@dot.state.fl.us](mailto:Lisa.Saliba@dot.state.fl.us) or call 850-414-4622)  
[View Contact Information for Office of Work Program and Budget](#)