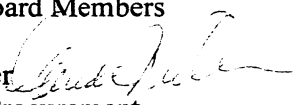


# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

DATE: March 3, 2015

RE: Award of Contract  
Construction Contractor Compliance Consultant  
Contract No. 001072

In accordance with the approved Procurement Policy and Procurement Procedures Manual, a Request for Proposals (RFP) to provide construction contractor compliance consultant services for the Wekiva Parkway construction projects ran in the Orlando Sentinel on February 15, 2015. Responses were received from four (4) firms by the February 27, 2015, deadline for submittal of technical proposals. Those firms were: Angie Brewer & Associates, LC; Covalt Group, Inc; MTN Resources, LC; Patterson-Brown & Associates. Copies of the technical proposals were distributed to the Evaluation Committee for review and scoring.

The Evaluation Committee met on March 3, 2015, to discuss the proposals, conduct interviews and record the scores. That scoring resulted in the following ranking of the firms:

<u>Ranking</u>	<u>Firm</u>
1	Covalt Group, Inc.
2	MTN Resources, LC
3	Angie Brewer & Associates, LC
4	Patterson-Brown & Associates

Board approval is requested to award the referenced contract to Covalt Group, Inc., for a not-to-exceed amount of \$925,000.00 for the Contract term of three years with renewal options to coincide with the construction of the Wekiva Parkway projects. This amount includes a contingency of approximately 10% to cover extended and additional services that may arise during the term of the Contract.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance  
Laura Kelley, Deputy Executive Director, Finance and Administration  
Ben Dreiling, Director of Construction and Maintenance  
Iranetta Dennis, Director of Business Development

**RFP-001072 Committee Meeting March 3, 2015 Minutes**

Technical Review Committee for **Construction Contractor Compliance Consultant, 001072**, held a duly noticed meeting on Tuesday, March 3, 2015, commencing at 9:16 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

**Committee Members Present:**

Iranetta Dennis, Director of Business Development  
Aneth Williams, Contract Compliance Manager  
Don Budnovich, Resident Engineer/ Sr. Project Manager

**Other Attendees:**

Robert Johnson, Manager of Procurement  
Courtney Gordon, Contract Analyst

**Committee Members Absent:**

Ben Dreiling, Director of Construction & Maintenance

**Interviews:**

Robert Johnson commenced each interview with a brief overview of the process and explained that the interviews were closed to the public and being recorded in accordance with Florida statutory requirements.

Angie Brewer & Associates, LC.	09:21 – 09:43 a.m.
Covalt Group	09:55 – 10:13 a.m.
MTN Resources	10:21 – 10:43 a.m.
Patterson-Brown	10:55 – 11:03 a.m.

**Evaluation Portion**

Robert collect the disclosure forms from the committee members. The committee members individually scored the proposers and submitted them to Robert for tallying. Robert Johnson tallied the score sheets assigned by each committee member based on the raw scores each proposer received. Below are the results:

<b><u>Proposer</u></b>	<b><u>Points</u></b>	<b><u>Ranking</u></b>
Covalt Group	93	1
MTN Resources	87	2
Angie Brewer & Associates, LC.	86.33	3
Patterson-Brown	65.67	4

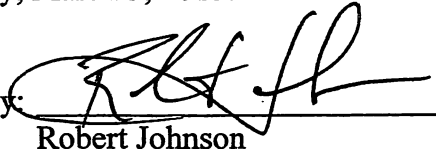
Committee recommends CFX Board approve ranking and authorize staff to enter into negotiations with the top ranked firm, Covalt Group, Inc., and enter into an Agreement if

successful. If unsuccessful, enter into negotiations with the second ranked firm, MTN Resources, and enter into an Agreement if successful.

There being no other business to come before the Committee; the meeting was adjourned at 11:20 a.m.

These minutes are considered to be the official minutes of the Interviews & Evaluations held Tuesday, March 3, 2015.

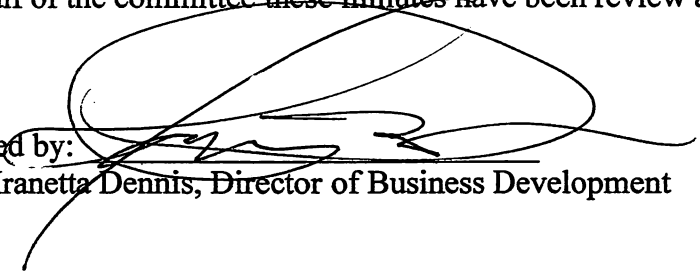
Submitted by:



Robert Johnson

On behalf of the committee ~~these minutes have been review and approved by~~


Approved by:




Iranetta Dennis, Director of Business Development

Construction Contractor Compliance Consultant; Contract No. 001072  
SUMMARY OF THE INDIVIDUAL COMMITTEE MEMBER SCORING OF THE  
FIRST THREE CRITERIA UNDER 4.2

PROPOSER	BEN DREILING	IRANETTA DENNIS	ANETH WILLIAMS	DON BUDNOVICH	Total	Average	Ranking
ANGIE BREWER		69	95	95	259	86.33	3
COVALT GROUP		95	85	99	279	93	1
MTN RESOURCES		78	85	98	261	87	2
PATTERSON-BROWN		60	45	92	197	65.67	4

COMMITTEE MEMBER  Tuesday, March 03, 2015

COMMITTEE MEMBER  Tuesday, March 03, 2015

COMMITTEE MEMBER , Tuesday, March 03, 2015

COMMITTEE MEMBER \_\_\_\_\_ Tuesday, March 03, 2015



# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
COVALT GROUP, INC.**

**CONSTRUCTION CONTRACTOR COMPLIANCE  
CONSULTANT SERVICES**

**CONTRACT NO. 001072**

**CONTRACT DATE: MARCH 12, 2015  
CONTRACT AMOUNT: \$925,000.00**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF  
COMPENSATION, TECHNICAL PROPOSAL  
AND PRICE PROPOSAL**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,  
TECHNICAL PROPOSAL AND PRICE PROPOSAL**

**FOR**

**CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT SERVICES**

**CONTRACT NO. 001072**

**MARCH 2015**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**Members of the Board**

**Welton G. Cadwell, Chairman**

**S. Scott Boyd, Vice Chairman**

**Brenda Carey, Secretary/Treasurer**

**Fred Hawkins, Jr., Board Member**

**Teresa Jacobs, Orange County Mayor**

**Buddy Dyer, City of Orlando Mayor**

**Walter A. Ketcham, Jr., Board Member**

**Jay Madara, Member**

**S. Michael Scheeringa, Member**

**Diane Guitierrez-Scaccetti, Non-Voting Advisor**

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## **CONTRACT**

This Contract (the "Contract" as defined herein below), is made this 12<sup>th</sup> day of March, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and COVALT GROUP, INC., 653 Hunter's Run Boulevard, Lakeland, Florida 33809, hereinafter the CONSULTANT:

### **WITNESSETH:**

**WHEREAS**, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

**WHEREAS**, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

**WHEREAS**, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide Construction Contractor Compliance Consultant services and related tasks as may be assigned to the consultant by the AUTHORITY and identified as Contract No. 001072; and,

**WHEREAS**, on or about February 15, 2015, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

**WHEREAS**, CONSULTANT was the successful one of four qualified firms that responded to the Request for Proposals and was ultimately selected; and,

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

### **1. SERVICES TO BE PROVIDED**

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing Construction Contractor Compliance Consultant services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONSULTANT is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including Exhibit "A" – Federal Provisions for Federally Funded Contracts, Exhibit "B" – FHWA 1273, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by CONSULTANT, and
- 1.5 The Price Proposal.

(collectively, the "Contract").

## **2. TERM AND NOTICE**

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from the AUTHORITY. At the Authority's sole option, the Contract may be renewed for two (2) one year periods, or portions thereof.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 10 days notice for convenience or 15 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the

AUTHORITY will give notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If CONSULTANT (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONSULTANT and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONSULTANT's default (including the costs of completing Contract performance) shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONSULTANT shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONSULTANT demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONSULTANT to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONSULTANT under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONSULTANT. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONSULTANT for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

### **3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES**

3.1 The Contract Amount for the Contract term is \$925,000.00.

3.2 AUTHORITY agrees to pay CONSULTANT for services performed in accordance with the Method of Compensation.

#### **4. AUDIT AND EXAMINATION OF RECORDS**

##### **4.1 Definition of Records:**

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, CONSULTANT shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another CONSULTANT doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONSULTANT shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subcontractors to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the CONSULTANT

agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the AUTHORITY, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

## **5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONSULTANT is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

## **6. CONSULTANT INSURANCE**

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. CONSULTANT shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

**6.1 Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONSULTANT under this Agreement.

**6.2 Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

**6.3 Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

**6.4 Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c)



include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONSULTANT shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONSULTANT hereunder, CONSULTANT shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONSULTANT's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONSULTANT's policies shall be excess insurance, not contributory.

If CONSULTANT fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such policies and coverages at CONSULTANT's expense and deduct such costs from CONSULTANT payments.

## **7. CONSULTANT RESPONSIBILITY**

CONSULTANT shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONSULTANT may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

## **8. INDEMNITY**

The CONSULTANT shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third

party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

8.1 violation of same by CONSULTANT, its subcontractors, officers, agents or employees,

8.2 AUTHORITY's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),

8.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONSULTANT,

8.4 CONSULTANT's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property (as defined herein below),

8.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,

8.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

8.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONSULTANT for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

## **9. PUBLIC RECORDS**

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONSULTANT in conjunction with this Contract (including without limitation CONSULTANT Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify the AUTHORITY. Thereafter, CONSULTANT shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONSULTANT to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONSULTANT to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

## **10. PRESS RELEASES**

CONSULTANT shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation AUTHORITY Property and AUTHORITY Intellectual Property, without first notifying AUTHORITY and securing its consent in writing.

## **11. PERMITS, LICENSES, ETC.**

Throughout the Term of the Contract, the CONSULTANT shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONSULTANT; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

## **12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONSULTANT acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. CONSULTANT acknowledges that it has read the Ethics Policy and, to the extent applicable, CONSULTANT will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONSULTANT shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

### **13. NONDISCRIMINATION**

CONSULTANT, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

### **14. SUBLETTING AND ASSIGNMENT**

AUTHORITY has selected CONSULTANT to perform the Services based upon characteristics and qualifications of CONSULTANT and its employees. Therefore, CONSULTANT shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONSULTANT to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

### **15. DISPUTES**

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

## **16. PREVAILING PARTY ATTORNEY'S FEES**

If any contested claim arises hereunder or relating to the Contract (or CONSULTANT's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONSULTANT to be the prevailing party, CONSULTANT must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

## **17. OTHER SEVERABILITY**

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

## **18. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, AUTHORITY agrees to pay CONSULTANT for work performed and materials furnished at the prices submitted with the Proposal.

## **19. RELATIONSHIPS**

CONSULTANT acknowledges that no employment relationship exists between AUTHORITY and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONSULTANT shall conduct no act or omission that would lead CONSULTANT's employees or any legal tribunal or regulatory agency to believe or conclude that CONSULTANT's employees would be employees of the AUTHORITY.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

## **20. INTERPRETATION**

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONSULTANT discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONSULTANT may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

## **21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE**

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

## **22. SURVIVAL OF EXPIRATION OR TERMINATION**

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

22.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

22.2 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

22.3 Prohibition on non-competition agreements of CONSULTANT's employees with respect to any successor of CONSULTANT; and

22.4 Obligations upon expiration or termination of the Contract; and

22.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

## **23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

23.1 Immediately upon expiration or termination of this Contract CONSULTANT shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subcontractor or employee of CONSULTANT who performed work under the Contract; and

23.2 CONSULTANT shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on March 12, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Director of Procurement

COVALT GROUP, INC.

By: \_\_\_\_\_  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_(Seal)

DATE: \_\_\_\_\_

Approved as to form and execution, only.

\_\_\_\_\_  
General Counsel for the AUTHORITY



## EXHIBIT "A"

### Federal Provisions for Federally Funded Contracts

#### TERMS FOR FEDERAL-AID CONTRACTS

The following terms apply to this contract due to the expenditure of federal funds. Terms and conditions contrary within the Contract shall be resolved in favor of terms provided herein Exhibit "A".

- A. It is understood and agreed that all rights of the Agency 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, and 23 CFR Part 230 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 contract, 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 contract covers a program set forth in Appendix B of the Regulations. The contractor will accept as its operating policy, the following statement, "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 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 contract 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 Agency, 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 Agency, 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 contract, the Agency 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 contract until the Consultant complies and/or
  2. Cancellation, termination or suspension of the contract, 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 Agency, 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 Agency to enter into such litigation to protect the interests of the Agency, 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 contract 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. This statement shall be included in all subsequent agreements between the Consultant and any sub-consultant or contractor.
1. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
  2. "Policy: It is the policy of the Department of Transportation that Disadvantaged Business Enterprise as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this agreement."
  3. The recipient is committed to nondiscrimination, as well as to opportunities for competition and growth among all small businesses. In this regard, all consultants and contractors associated with this project will make reasonable efforts to ensure DBEs and other small businesses have the maximum opportunity compete for contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts"
  4. Prompt Payment and Retainage Return: the contractor agrees that it will pay subcontractors for satisfactory performance no later than 30 days from receipt of payment from the CFX. In addition, the contractor agrees to prompt and full return of any retainage to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed."

- 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 Agency in compliance with CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Agency. 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 Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, 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 Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract 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 contractor) to solicit or secure this contract;
2. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

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

## EXHIBIT "B"

FHWA-1273 -- Revised May 1, 2012

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents; however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract):

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed; and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract; will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or



will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned; other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more -- as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification -- First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction; in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government; the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



## **SCOPE OF SERVICES CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT**

### **1.0 GENERAL**

The Consultant shall be responsible for monitoring contractor compliance with all requirements of the Equal Employment Opportunity (EEO), Disadvantage Business Enterprise (DBE), Affirmative Action, On-the-Job Training (OJT) and Davis Bacon and Related Acts federal wage rate provisions (DBRA), as required by the FHWA 1273 required contract provisions Federal-Aid Construction Contracts and applicable Florida Statutes.

### **2.0 WEKIVA PARKWAY PROJECTS**

Project Number	Estimated Construction Cost	Anticipated Construction Start	Anticipated Construction Completion	Anticipated Construction Start / Completion
429-202	\$61,314,000	2 <sup>nd</sup> Quarter 2015	3 <sup>rd</sup> Quarter 2016	+/- 1 Quarter
429-203	\$59,298,000	2 <sup>nd</sup> Quarter 2015	3 <sup>rd</sup> Quarter 2016	+/- 1 Quarter
429-204	\$85,832,000	4 <sup>th</sup> Quarter 2016	3 <sup>rd</sup> Quarter 2018	+/- 1 Quarter
429-205	\$39,846,000	2 <sup>nd</sup> Quarter 2017	3 <sup>rd</sup> Quarter 2018	+/- 1 Quarter
429-206	\$62,916,000	2 <sup>nd</sup> Quarter 2017	3 <sup>rd</sup> Quarter 2018	+/- 1 Quarter

### **3.0 SERVICES**

The Consultant shall provide expert assistance to CFX Business Development Department to ensure FHWA requirements are met in an accurate and timely manner. The Consultant shall assist the CFX Business Development Director in management of the TIFIA loan for the Wekiva Parkway project, in accordance with the FHWA requirements by using the Florida Department of Transportation (FDOT) Construction Compliance Workbook (Workbook), as applicable, through but not limited to the following activities:

- 3.1 Observe the Contractor's reporting activities for DBE, EEO, AA, OJT and DBRA contract compliance using the FDOT Workbook, where applicable.
- 3.2 Identify issues of noncompliance, advising the CFX Business Development Department, and taking compliance action as provided by the FDOT Workbook, as applicable.
- 3.3 Ensure timely submission of weekly payrolls, conducting reviews as appropriate to determine correct wage rates, classifications, overtime calculation, fringe calculation, consistency with labor interviews and related DBRA and FDOT Workbook requirements.
- 3.4 Monitor and track Disadvantage Business Enterprise (DBE) contracting and sub-contracting through Excel format, including a running tally of commitments and

- actuals to ensure timely filing with FHWA of June 1 and December 1 Uniform Report of DBE Award Commitments and Payment form (49 CFR 26, Appendix B).
- 3.5 Conduct reviews of DBEs and project documentation to ensure commercially useful function (CUF) and accurate counting of DBE credit as described in the FDOT Workbook.
  - 3.6 Monitor and track OJT project requirements, ensuring compliance in recruitment, selection, training hours and reporting.
  - 3.7 Provide an annual list of trainee enrollments and graduations by race, gender, ethnicity and training classification, due to CFX Business Development Department by December 31 of each year the contract is active.
  - 3.8 Complete and submit to the CFX Business Development Department the annual July Report (1391) as described in the FDOT Workbook and using the current approved Excel form provided by FHWA.
  - 3.9 Maintain the required level of review of the Contractor compliance activities to assure compliance with the specifications, special provisions for the Construction Contract, and the FDOT Workbook.
  - 3.10 Maintain complete, accurate records of all compliance activities and events relating to the project performance and properly document all deficiencies.
  - 3.11 Cooperate with the CFX Business Development Director and/or FHWA in reviews of nondiscrimination compliance, including pre and post grant audits, site visits, project staff interviews, and examination of records.
  - 3.12 Obtain paper/ electronic copies of all contracts, invoices and supporting documentation and keep track of detailed payment histories for the Business Development Director. Identify any exceptions or discrepancies in contract invoices and financial reports, and track these through resolution by the Business Development Director and archiving final records.

## **5.0 STATUS MEETINGS**

Consultant will schedule compliance status meetings with CFX Business Development Director each month or more frequently as required and conduct site visits to ensure the coordination of the project. Compliance status meetings will include but not be limited to:

- 5.1 Providing updates on project progress reviewing required reports and due dates.
- 5.2 Improving the accuracy and timelines of report submissions from the Consultant to the CFX Business Development Director.

- 5.3 Identifying problems and issues, and developing a response strategy.
- 5.4 Following up on delinquencies, corrective action plans, requests for information, or any other compliance issue.
- 5.5 Monthly updates will be provided on project progress.

## **6.0 ITEMS FURNISHED BY THE CONSULTANT**

### **6.1 VEHICLES**

Vehicles shall be equipped with appropriate safety equipment and shall be able to effectively carry out requirements of the contract. Vehicles shall have the Consultant's name and phone number visibly displayed on both side of the vehicle. Tolls are non-reimbursable.

### **6.2 FIELD EQUIPMENT**

The Consultant shall supply inspection equipment essential to carry out the work under the contract. Such equipment includes those non-consumable and non-expendable items, which are normally needed for Disadvantage Business Enterprise (DBE) Registered Compliance Specialist (RCS) services and are essential in order to carry out the work under the contract. Hard hats shall have the Consultant's name visibly displayed. Appropriate reflective vests per FHWA standards shall be worn onsite at all times. Equipment described herein and expendable materials will remain the property of the Consultant and shall be removed at completion of the work. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of the contract. Field equipment shall be maintained and in operational condition at all times.

## **7.0 LIAISON**

The Consultant shall keep the Business Development Director informed of all the significant activities, decisions, correspondence, reports and other communication related to its responsibilities under the contract. The Business Development Director shall review and approve the Consultant's invoice requests, personnel approval requests, time extensions request, and Agreement amendments request.

## **8.0 PERFORMANCE OF THE CONSULTANT**

During the term of the contract and all extensions thereof, CFX will review various areas of Consultant operations to determine compliance with the contract. The Consultant shall cooperate and assist CFX Business Development Director in conducting reviews. If deficiencies are indicated, the consultant shall implement remedial action immediately upon approval of the Business Development Director. CFX Business Development Director and Consultant responses or actions or both shall be properly documented by the Consultant. Consultant shall not be compensated for remedial actions, if any are required, undertaken by the Consultant to correct

deficiencies. Remedial actions and required response time may include but are not necessarily limited to the following:

- 8.1 Further subdivide assigned compliance responsibilities, or reassign compliance personnel, within one week of notification.
- 8.2 Replace personnel whose performance has been determined by the Central Florida Expressway Authority to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.
- 8.3 Immediately increase the frequency of monitoring activities in phases of the work that are the Consultant responsibility.
- 8.4 Increase the scope and frequency of training of the Consultant personnel.

## **9.0 REQUIREMENTS**

The Consultant shall provide the necessary and qualified personnel in order to effectively and efficiently monitor the projects as defined in this scope for compliance with Required Contract Provisions Federal-Aid Contracts (FHWA 1273). These services should be performed in accordance with the program established by Florida Department of Transportation (FDOT).

The responsibilities of the Consultant shall include the following in order to successfully monitor and enforce compliance for all four elements of the FDOT Compliance program (including EEO, Wages, DBE, OJT):

### **9.1 DBE MEETING**

CFX requires that a DBE meeting be held with the Contractor prior to the pre-construction meeting to identify opportunities for the Prime Contractor to utilize DBE subcontractors. The Consultant shall prepare the necessary materials for this meeting based on the project work items and communicate those opportunities for DBE utilization to the Prime Contractor , as such.

### **9.2 PRE-CONSTRUCTION MEETING**

Attend the pre-construction meetings and conduct the portion of the meeting pertaining to the information as outlined in this scope of services.

### **9.3 JOBSITE BULLETIN BOARD**

Inspect the project bulletin board installed by the contractor to ensure it is in place on or before the first day workers are present on the project and throughout the life of the project; the board shall meet the Federal and State requirements and include all required documents, posters, forms and other information; perform periodic inspection as needed

throughout the project in no less than quarterly increments and/or as needed based on additional information that must be posted to the board.

#### **9.4 DATA SUBMITTALS**

Analyze and evaluate data submittals in order to take appropriate actions when necessary.

#### **9.5 COMPANY EEO REQUIREMENTS**

Monitor EEO requirements for both the contractor and subcontractors and ensure all required submittals are received from the contractor and subcontractors.

#### **9.6 SUBCONTRACTS**

Review subcontracts to ensure that all applicable Federal provisions are included.

#### **9.7 PAYROLLS/WAGES**

Receive and check weekly payrolls for both the contractor and subcontractor for compliance with the Davis Bacon Act and other applicable Federal regulations.

#### **9.8 NON-COMPLIANCE**

Communicate as necessary to the contractor any issues of non-compliance for resolution. Communicate with CFX Business Development Director in any instance of non-compliance (including payroll violations, Affirmative Action, etc.) as deemed necessary.

#### **9.9 DBE**

Monitor the contractor utilization of Certified Disadvantage Business Enterprise (DBE) and review commitment and payments reported by the contractor.

#### **9.10 LABOR INTERVIEWS**

Perform monthly interviews with project personnel of both the contractor and subcontractor to ensure compliance with EEO and Wages requirements.

#### **9.11 QUALITY ASSURANCE (QA) PROGRAM**

The Consultant shall conduct a review to make certain its organization is in compliance with the requirements cited in this Scope of Services. Quality reviews shall be conducted to evaluate the adequacy of material, processes, documentation, procedures, training, guidance and staffing included in the execution of the contract. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in the contract. The Consultant shall perform a QA review with in the first two

(2) months of start of construction. The Consultant shall provide the CFX Business Development Director with the results of the QA review.

At the sole discretion of the Authority, the CFX Business Development Director or their designee, may conduct a spot review of the Consultant's Quality Assurance (QA) Program for compliance with the requirements cited in this Scope of Services.

## **9.12 VERIFICATION OF CONTRACT COMPLETION**

Once the construction contract is complete it will be the Consultant's responsibility to prepare documentation and records in compliance with the Scope of Services and FDOT/FHWA requirements.

## **9.13 DOCUMENTS**

- 9.13.1 All documents submitted for review, with the exception of draft reports, shall be in PDF format with no less than 300 dots per inch (dpi). Draft reports may be submitted in WORD or EXCEL format. Final reports shall be submitted in a PDF format as described above.
- 9.13.2 Consultant shall submit documents (FHWA submittal forms, etc.) to the Business Development Director on a periodic basis for review. The periodic basis shall be established at the beginning of each project by the Business Development Director and the Consultant. At the sole discretion of the Business Development Director, document submittal times may change to ensure compliance with the Scope of Services and FDOT/FHWA requirements.
- 9.13.3 Consultant shall submit the "original" project documents no later than 30 days after individual Project completion. Project documents shall be submitted in a manner and sequence acceptable to the Authority and the Business Development Director.

\*\*\*\*\* END OF SCOPE OF SERVICES \*\*\*\*\*

## **METHOD OF COMPENSATION CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT SERVICES**

### **1.0 PURPOSE**

This document describes the limits and method of compensation to be made to the Consultant for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract.

### **2.0 COMPENSATION**

For the satisfactory completion of the services detailed in the Scope of Services, the Consultant will be paid at the hourly rates shown in the Fee Proposal for all work completed and accepted by the Authority.

### **3.0 METHOD OF COMPENSATION**

- 3.1 Payment will be made to the Consultant not more than once monthly. The Consultant shall prepare and forward two (2) copies of each monthly invoice (in a format acceptable to the Authority) to the Authority's Director of Business Development. The invoice shall include a breakdown of the work performed by the Contractor to verify the amount being requested for payment.
- 3.2 The Authority does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the Consultant is providing these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other consultants or Authority staff.
- 3.3 Consultant shall receive and accept the compensation and payment provided in its Price Proposal and the Contract as full payment for all labor, materials, expenses (including local travel costs defined as within 50 miles of the Authority's Headquarters Building), supplies and incidentals required to be provided by the Consultant in the Scope of Services.
- 3.4 The Consultant shall promptly pay all subconsultants/subcontractors and suppliers their proportionate share of payments received from the Authority.
- 3.5 Payment for invoices received by the Director of Business Development by the 1<sup>st</sup> of the month will be placed in the U.S. Mail on the last working day of the following month. Invoices may be submitted via email to [billing@cfxway.com](mailto:billing@cfxway.com). Direct deposit of payment to the Consultant is available. If the Consultant elects to receive direct deposit of payments from the Authority, the Authority will provide the Consultant with the necessary Automatic Deposit Authorization Agreement form.

- 3.6 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority or its designated representative. Any and all such payments previously withheld shall be released and paid to Consultant promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract is not performed by the Consultant, the value of such action, duty or service or part thereof will be determined by the Authority and deducted from any invoice or monthly billing period claiming such items for payment. In order to expedite the review, processing, and delivery of each month's invoice to the Authority, the Director of Business Development, with the approval of the Consultant, may elect to apply any deducted amounts to the following month's invoice total.

#### 4.0 ADDITIONAL SERVICES

Additional services outside the scope of the Contract and the resulting compensation for such services shall be implemented by a written Supplemental Agreement in accordance with the Contract. Such work shall not be performed until a Supplemental Agreement has been executed by the Authority and the Consultant.

#### 5.0 PROJECT CLOSEOUT

Final Audit: The Consultant shall permit the Authority, at the Authority's option, to perform or have performed, an audit of the records of the Consultant and any or all subcontractors to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under the Contract are subsequently determined to have been inadvertently paid by the Authority because of accounting errors or charges not in conformity with the Contract, the Consultant agrees that such amounts are due to the Authority upon demand. Final payment to the Consultant shall be adjusted for audit results.

END OF SECTION



**WEKIVA  
PARKWAY**

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

# PROPOSAL FOR CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT

Contract No.: 001072



MAIN OFFICE: 653 Hunters Run Blvd.

Lakeland, Florida 33809

REMOTE OFFICE: 2462 Ocean View Blvd., Suite 202

Ocoee, Florida 34761

(863) 255-0121

[sabrina@covaltgroup.com](mailto:sabrina@covaltgroup.com)

February 27, 2015



February 27, 2015

Mr. Robert Johnson  
Manager of Procurement  
Central Florida Express Authority  
4974 ORL Tower Road  
Orlando, Florida 32807

RE: CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT SERVICES  
CONTRACT NO.: 001072

Dear Mr. Johnson:

Covalt Group, Inc. is pleased to submit our proposal to present our professional qualifications to the Central Florida Expressway Authority's (Authority) current advertisement Construction Contractor Compliance Consultant Services.

Our proposal is very simple to ensure to the Authority that the contractors working on their projects are in or out of compliance with FHWA 1273, which includes the Davis Bacon Act, CHWSSA, and other compliance regulations.

We are hopeful that you will select CGI as a potential candidate for these challenging and important positions. You and the Authority can place confidence in CGI for your compliance needs. We will make every effort to earn your trust and your business. We would love the opportunity to be part of a team of professionals with outstanding skills to make these projects a success.

Please call me at (863) 255-0121 or email me at [sabrina@covaltgroup.com](mailto:sabrina@covaltgroup.com) if I can provide additional information or assistance. Thank you for your time and consideration to work with Covalt Group Inc.

Sincerely,

Sabrina Covalt  
President/Resident Compliance Specialist



**PROPOSAL FOR CONSTRUCTION CONTRACTOR  
COMPLIANCE CONSULTANT CONTRACT NO.001072**

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CONSTRUCTION CONTRACTOR COMPLIANCE  
CONSULTANT CONTRACT NO.001072  
Contact: Sabrina Covalt (863) 255-0121  
sabrina@covaltgroup.com

## A-EXECUTIVE SUMMARY

Founded in 2007, Covalt Group is a DBE certified company specializing only in the Compliance Specialist field positions to provide quality services to our Florida based clients. We have served various types of contracts with the Florida Department of Transportation and Local Agencies throughout Florida.

The Authority, a recipient of FHWA funds for the Wekiva Parkway projects, is required to ensure contract compliance with FHWA 1273 version dated May 1, 2012. Contractors who participate on Authority contracts are required to comply with Employment Opportunity (EEO), Disadvantaged Business Enterprises, (DBE), On-the-Job Training (OJT) and Wage Rate Special Provisions. We understand and believe we can meet the Authority's desire to engage with a professional Contract Compliance firm to monitor the contractor's performance of the construction contract for compliance with all requirements.

Our team has current up to date knowledge of Company EEO, Project EEO, DBE, OJT and Wages payroll procedures. We understand the Authority's and FHWA's goals related to contract time, money, quality, and contract documentation. We are aware of the critical time frames and methods for ensuring accurate collection of documentation, including the current DBE Commercial Useful Function documentation. We review and evaluate all reports and documentation from the prime and subcontractors for accuracy, completeness and timeliness.

Our team is well known for thoroughly understanding the FHWA's requirements, procedures, priorities, and expectations. Our team has leadership traits that include honesty, integrity, and decisiveness. We have a successful history of working well with other team members, consultants and contractors. Our team members have consistently received commendations by Department in areas such as EEO, DBE, OJT and Wage Provisions required by the FHWA. Our goal is to exceed the expectations of every client by offering the most effective and professional service.

Having served on many Consultant CEI teams on several federal funded projects, CGI understands the requirements of this type of contract and has assembled an excellent team with recent similar project experience. Our staff has keen awareness of the scope requirements, potential project issues, and is well prepared and uniquely qualified to undertake this important assignment for the Authority. We believe our team's previous project experience makes us an ideal choice to perform the requested services. Our team will provide you with the appropriate staff to ensure success. We propose that Sabrina Covalt will monitor primarily EEO, DBE and OJT. Amanda Porter will monitor the payroll compliance. Debbie Ganas will conduct QC Reviews and fill in when necessary for EEO, OJT, DBE and Wages.

CGI's employee policy is to use an RCS activity log along with our timesheets. We use this log to record what activity was done and when for accountability.

Our team understands our primary role as compliance specialists is to provide assistance to the Authority that the contractors working on your projects are in compliance with FHWA 1273 requirements. We will be working directly for you and will provide all services in accordance with the EEO Contract Compliance Workbook, as well as all procedures, policies, directives, specifications and standards. Each one of our proposed staff is familiar with and has a working knowledge of procedures regarding elements of the compliance program, EEO, DBE, OJT, Wages and Payrolls.

Building good relationships with all parties involved and working as a team is essential for the successful completion. The compliance specialist role is not what it used to be. There are many players involved and we all must work together in an environment where good coordination and communication is the accepted norm. CGI has the team to create this environment and will do an excellent job in facilitating good relationships between all parties involved. We all come together for a number of different reasons, but our goals are the same, to achieve peak performance and experience success. To succeed at the task, everyone involved needs to combine our efforts. Everyone has their own unique role, but each person's individual role must be recognized and appreciated. This effort will require an incredible amount of leadership, experience, dedication, coordination and communication.

Some of our team's positive traits are listening to instructions and repeating them back to ensure clarity. Mistakes and accidents are often the result of people failing to pay attention to what they are told. Our team is swift to hear and slow to speak avoiding misunderstanding and miscommunications. We understand our duties inside and out and pay attention to detail. We are aware of our responsibilities, and recognize how our duties affect other's workload. Our team is naturally upbeat, positive and easy to be around. When things are wrong, we see the solution to solving the problem. The Authority can depend on our team. We strive to achieve a consistent level of quality and excellence. We are known for performing tasks well all the time, not just some of the time. Simple commitments are important too. Our team stays on track. Not allowing things outside the job to steal time, attention, and energy from doing what we have been hired to do. We remain focused. We believe our team has built up a solid track record of



Below is samples of our monitoring methods and use of tools that our compliance specialists use on each individual project:

[illegible]

Contract/Contract Amount:	
Contract/CMF Commitment Date Referred:	

(commitment required to be received within 5 days before Proceeding)

CMF/Contract Amount	Amount	%

Page 2

[illegible]

If EWE did not work and was not used a large amount must be prepared

[illegible]

Department - predominantly discharging a DCEI Red Cross chapter meeting at a residence, to interview of DCEI's are performing a C.F. [Per Section 2.7.1 of the EOCA Commission Conduct Guidelines Worksheet]

Project Description:	Contract Amount:	EST Delivery D:	Process Order:
Proj. Product No.:	9 Standard Ops:	9 Delivery Date:	EST R:
EST No.:	Standard Costed:	Start Date:	Working Order:
Classification:	Project Manager:	Prod. Plant/Shop:	
Contract No.:	EST Office:	Project Manager:	

[illegible][illegible]

Student					Birth Date		Grade		First Date		
Name		Last		First		Month		Day		Year	
Address		City		State		Zip		Phone		Fax	
1	John	Smith	123	456	789	101	102	103	104	105	106
2	Jane	Smith	123	456	789	101	102	103	104	105	106
3	John	Smith	123	456	789	101	102	103	104	105	106
4	Jane	Smith	123	456	789	101	102	103	104	105	106
5	John	Smith	123	456	789	101	102	103	104	105	106
6	Jane	Smith	123	456	789	101	102	103	104	105	106
7	John	Smith	123	456	789	101	102	103	104	105	106
8	Jane	Smith	123	456	789	101	102	103	104	105	106
9	John	Smith	123	456	789	101	102	103	104	105	106
10	Jane	Smith	123	456	789	101	102	103	104	105	106
11	John	Smith	123	456	789	101	102	103	104	105	106
12	Jane	Smith	123	456	789	101	102	103	104	105	106
13	John	Smith	123	456	789	101	102	103	104	105	106
14	Jane	Smith	123	456	789	101	102	103	104	105	106
15	John	Smith	123	456	789	101	102	103	104	105	106
16	Jane	Smith	123	456	789	101	102	103	104	105	106
17	John	Smith	123	456	789	101	102	103	104	105	106
18	Jane	Smith	123	456	789	101	102	103	104	105	106
19	John	Smith	123	456	789	101	102	103	104	105	106
20	Jane	Smith	123	456	789	101	102	103	104	105	106
21	John	Smith	123	456	789	101	102	103	104	105	106
22	Jane	Smith	123	456	789	101	102	103	104	105	106
23	John	Smith	123	456	789	101	102	103	104	105	106
24	Jane	Smith	123	456	789	101	102	103	104	105	106
25	John	Smith	123	456	789	101	102	103	104	105	106
26	Jane	Smith	123	456	789	101	102	103	104	105	106
27	John	Smith	123	456	789	101	102	103	104	105	106
28	Jane	Smith	123	456	789	101	102	103	104	105	106
29	John	Smith	123	456	789	101	102	103	104	105	106
30	Jane	Smith	123	456	789	101	102	103	104	105	106
31	John	Smith	123	456	789	101	102	103	104	105	106
32	Jane	Smith	123	456	789	101	102	103	104	105	106
33	John	Smith	123	456	789	101	102	103	104	105	106
34	Jane	Smith	123	456	789	101	102	103	104	105	106
35	John	Smith	123	456	789	101	102	103	104	105	106
36	Jane	Smith	123	456	789	10					

[illegible][illegible]

## B-UNDERSTANDING AND APPROACH

It is our understanding that the scope of the contract is to supply outstanding staff that will support and assist the Authority's Business Development Department to monitor and verify construction contract compliance related to the anticipated TIFIA loan for the Wekiva Parkway construction projects. These duties and responsibilities are to ensure that contractors that participate on Authority contracts comply with Federal Highway Administration's policies and procedures, Equal Employment Opportunity (EEO) and Affirmative Action (AA) Policy, Disadvantaged Business Enterprise (DBE) On-the-Job Training (OJT) and Federal Wage Rate Special Provisions required by the FHWA 1273 Contract Provisions, Federal-Aid Construction Contracts and the Florida Statutes and Administrative Codes.

We are known for documents being well organized. We believe that after completion of the project, when we are no longer involved, our files can speak for themselves. This makes it easy for an auditor, when compliance specialists are no longer involved in the project and no one is there to explain to the reader the documents or to verbally bridge the gaps in the paperwork. All incoming documents are consistently date stamped. We efficiently group documents by prime contractor and each subcontractor, and are grouped by the compliance program based on event and receipt.

Prior to construction of the project, we recommend conducting an initial face to face EEO support meeting with the contractor's personnel who will be submitting all required documentation. This starts the communication of what is expected before the Preconstruction Meeting and before the start of work; delivering the Preconstruction EEO Conference script, bulletin board package and any required forms. We believe in being the front line, set up and day to day technical assistance to the staff responsible for project level compliance monitoring of EEO, DBE, Payroll and OJT; being available for questions and answers to help with any tasks, obstacles or issues. Setting up for monitoring includes: Design and development of checklists, payroll tracking charts, etc for monitoring compliance on projects, Noncompliance; letters/timing, payroll violations and supplemental payroll corrections and record violations and resolutions. Monitoring DBE payment data from prime contractors and communicates status to the Authority and instructs prime on reporting requirements. We have experience in conducting onsite Compliance Reviews. Our team will ensure all documentation is aligned with FHWA programs having consistent, predictable and repeatable measures. We recommend using the FDOT EEO Contract Compliance Workbook, which is currently in the process of becoming a Manual, so contractors who have worked on previous Florida federal funded projects have the same experience on the Wekiva projects, preventing any confusion and aggravation.

At the Preconstruction Conference, compliance portion we discuss in detail the relevant special provisions of the project contract. The compliance specialist will review the Notice of Preconstruction invitation to make sure all the required attendees have been invited, FHWA, Contractor's EEO Officer, and the USDOT Office of Inspector General Office. We will send current EEO-DBE-OJT-Wages items to all parties to be discussed at the progress meetings and attend if further assistance is needed. CGI provides an Inspector Folder for each CEI team project.

**SUBCONTRACTS (FHWA 1273 Section I General 1.):** FHWA states FHWA 1273 must be included in all Federal-aid contracts, in all subcontracts and in lower tier subcontracts. The compliance specialist within ninety (90) days of a federal aid construction contract execution, will issue to the prime a memorandum requesting copies of each legal agreement between the prime contractor (or 1<sup>st</sup> tier subcontractor) and subcontractor. The compliance specialist will ensure the agreement references and includes attachments of the FHWA 1273 dated 5-01-12 and the correct wage rate determination table per the contract in its entirety.

**EQUAL EMPLOYMENT OPPORTUNITY:** The prime is responsible for all subcontractors of \$10,000.00 or more to ensure they are in compliance with section 2 & 3 of the FHWA 1273. The compliance specialist will request from the prime construction contractor and all subcontractors/rental agreements with subcontracts/ rental agreements of \$10,000 or more the following EEO Documents.

### **COMPANY EEO REQUIREMENTS:**

- **EEO AA Plan and Policy (FHWA Section II, Part 3):** We will review their policy to ensure it adheres to the minimum requirements. If the contractor does not have an EEO AA Plan and Policy, the procedures and information for implementing a policy can be provided.
- **EEO Officer Identification (FHWA Section II, Part 2.):** The compliance specialist will verify that contractors will identify their EEO Officers. Recommend FDOT Form#275-021-13.
- **Supervisory EEO Meeting (FHWA Section II, Part 3.a.):** The compliance specialist will request copies of the meeting documents to verify that periodic meetings of supervisory and personnel office employees were conducted before the start of work and then not less often than once every six months. We recommend FDOT Form#275-021-05.
- **Non Segregated & Non Discrimination (FHWA Section II and Section III):** The compliance specialist will verify record keeping of the contractors' documentation to ensure that working conditions and facilities used or provided in association with employment are not discriminatory. Routine analysis is undertaken by the contractor to ensure a lack of

discriminatory practices, confirm evidence of equal opportunity and ensure adequate and effective implementation of affirmative action. Recommend FDOT Form# 275-030-13.

- **Recruitment (FHWA 1273 Section II Part 4):** The compliance specialist will verify the contractors' compliance with recruitment. We recommend FDOT Form #275-021-21 but must also have the following attached:
  - Copies of applicant logs with referral sources, including walk-ins, are maintained by the prime; for the prime and each subcontractor of \$10,000.00 or more.
  - Copies of ads with the notation "An Equal Opportunity Employer", advertisements in publications with a large minority circulation in the area where project work force is drawn. Recruitment resources, i.e, newspaper ads and Employ Florida Career One Stop (the only public resource in Florida) postings. Employees are to be encouraged by the contractor to refer minority group applicants for employment.
  - Internal Training (**FHWA 1273 Section II Part 6.**) The compliance specialist will request documentation to verify if there are any internal training programs.
  - Spread of Wages (**FHWA 1273, Section II, Part 5b.**): The compliance specialist will request documentation to verify that the contractor has periodically evaluated the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

**PROJECT EEO REQUIREMENTS:**

- **EEO Information to Project Personnel (FHWA 1273 Section II, Part 3.e):** The compliance specialist will request documentation where contractors have routinely informed their project employees of their equal employment opportunity (EEO) civil rights, contractor's policies, procedures, and various wage/payroll protections. The compliance specialist will verify if all project personnel have attended a meeting, or have received orientation of items against the certified payrolls. Recommend FDOT Form#275-21-06.
- **Annual July EEO Report (FHWA 1273 Section II Part 11.b.) :** The compliance specialist will collect the July EEO Reports from all contractors active one or more days in July, Form#275-020-08 by August 20<sup>th</sup>. The compliance specialist will verify the July EEO Report against the certified payrolls and daily work report to ensure all full-time and part-time employees were accounted for, by sex and race for each of the job categories. Once the reports have been verified and are correct, the compliance specialist will combine all reports into one report Form#275-020-08 and submit for further processing to FHWA.
- **Jobsite Bulletin Board (FHWA 1273 Section II, Part 3d.):** The compliance specialist will inspect the bulletin board before workers first appear on the project and ensure all required information (posters) has been posted. The compliance specialist will continue to review the bulletin board and ensure compliance throughout the life of the project. Recommend FDOT Form #275-021-10 to perform these bulletin board inspections. Required posters are EEO is the Law, Florida Law Prohibits Discrimination, Notice, Employee Rights under the Davis Bacon Act, Wage Determination Appeal Process, EEO Officers (FDOT Form# 275-020-28), Family & Medical Leave Act Rights, OSHA, Employee Polygraph Protection, Wage Rate Determination Table and Additional Classification Requests.
- **EEO Contractor Compliance Analysis:** We recommend the contractor keep a copy of this document of their subcontractors on file.

**DISADVANTAGED BUSINESS ENTERPRISE:** Our team is experienced in monitoring contractors' DBE compliance per the DBE Specifications. We will urge contractors to utilize DBE's whenever possible. This would be part of the initial meeting with the contractor before the Preconstruction meeting.

We will verify that the contractor communicates and reports DBE commitments within 3 business days before the Pre-Construction Conference. Recommend FDOT Form#275-030-011A Anticipated DBE Participation Statement, to report the names and dollar amounts of the DBE's anticipated to be utilized on the projects. We review the certification of sublet, and check the DBE directory to verify DBE status of the subcontractor. If any DBE's are added, deleted, or the DBE contract dollar amount changes during the project we recommend the contractor provide a revised Anticipated DBE Participation Statement within 14 days of the change.

The compliance specialist will collect from the contractor monthly actual payments made to DBE's for work performed with their own workforce and equipment in the area in which they are certified. The compliance specialist will also monitor timely payments made to the DBE subcontractors. Contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each progress payment made to the prime contractor per Title 49 CFR.

An issue that has been emphasized often, is the importance of the Commercially Useful Function monitoring. FHWA has stressed coordination with the contractors to ensure that the DBE's on projects are performing the work that they are responsible for on the contract. The compliance specialist will verify documentation for commercial useful function before counting a DBE payment towards the DBE credit. Who is providing supervising and managing? Who are the workers employed by? Who owns equipment? We recommend FDOT Form#275-021-18 along with providing sufficient backup documentation. We will have a CUF form template



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Contact: Sabrina Covalt (863) 255-0121  
sabrina@covaltgroup.com

established and ready for the Inspectors to conduct the CUF observations for the first 3 active months for the DBE subcontractors. The compliance specialist will use an excel spreadsheet to keep track of payments and when CUFs were conducted.

For DBE Trucking subcontractors, the contractor will submit the DBE Trucking Certification Form#275-030-14 monthly along the monthly actual payment. The compliance specialist will request copies of invoices attached to the ledger, vehicle registrations, a trucking list of who owns the trucks that may be referenced to invoices to show which trucks are counted as 100% DBE owned and which are counted for commission fees only, and a copy of a contract between the DBE trucking subcontractor and any owner operators to verify the commission fees percentage. CGI is experienced in confirming CUF, and calculating dollars for DBE trucking credit. Recommend FDOT Form#700-010-61 to verify that at least one of the DBE's 100% owned trucks was used at least once on this project so that the trucking dollars may be counted as DBE credit.

The compliance specialist will ensure DBE commitments and payments are timely reported to FHWA of June 1<sup>st</sup> (data covered from Oct 1<sup>st</sup> – March 31<sup>st</sup>) and December 1<sup>st</sup> (April 1<sup>st</sup> - Sept 30<sup>th</sup>) using the Appendix B to Part 26—Uniform Report of DBE Awards or Commitments and Payments Form.

**ON THE JOB TRAINING** The contractor will be required to provide On-the-Job training aimed at developing full journeymen/women in the type(s) of trade or job classification(s) involved in the project work. CGI recommends establishing and maintaining all documents related to On the Job Training Program per the FDOT Workbook/Manual. CGI will conduct a Training Evaluation Meeting held prior to the start of construction to finalize the number of trainees that will be required on a contract, to identify training classifications to be used, to develop and approve Proficiency Statements for those classifications and to develop and approve the initial On-the-Job Training Schedule.

The OJT Schedule FDOT Form#275-020-96 details the number of trainees to be trained in each training classification, the portion of the contract time during which training of each trainee is to take place, and the beginning and ending dates of training. The compliance specialist will monitor the OJT Schedule and notify the contractor if a revised OJT Schedule is required when an event on the approved schedule has been missed by 14 or more days or the contractor has requested a change in training classifications or a trainee terminates. The Trainee Enrollment and Notice of Personnel Action Form No. 275-020-08, is initiated by the contractor and sent to for approval of all actions associated with a trainee. This form is due within 7 days of the effective date of each action recorded thereon. Once the contractor has identified an employee to fill the position on the approved OJT Schedule, the compliance specialists is to ensure the employee is interviewed using FDOT Form#275-021-02. We will ensure timely submission of the Monthly Time Reports and verify the reports against payrolls and report inconsistencies. Training hours are subject to verification by the compliance specialist. We recommend the contractor initiate the observation of the trainee's proficiency and the compliance specialist be responsible for coordinating the scheduling of the proficiency observation. This insures the proficiency observation is not conducted prior to the minimum requirements being met by the OJT trainee.

PROJECT #	DOLLAR AMOUNT	EST. # TRAINEES
429-202	\$61,314,000.00	17
429-203	\$59,298,000.00	17
429-204	\$85,832,000.00	21
429-205	\$39,846,000.00	14
429-206	\$62,916,000.00	18

*\*the actual number of trainees will be based on the actual contract amount.*

**WAGES/PAYROLLS** The compliance specialist will verify payrolls are in compliance with Davis Bacon Act, Copeland Act, CWHSSA and FHWA 1273. All payrolls are required to be complete, in order to achieve compliance with the regulations FHWA 1273 Section V.

- **Wage Rate Tables:** The compliance specialist will review the contracts to ensure the correct wage table has been referenced and attached. Our compliance specialists have experience working on contracts with multiple wage decisions based on the type of construction or location of the work as working within multiple Counties.
- **Certified Weekly Payrolls (Form 700-010-69 May Be Used):** We recommend following the FDOT Workbook allowing the contractor and subcontractors an option to submit photocopy payrolls via email. Payroll and Wage requirements are applicable to the prime contractor, all subcontractors, and rental agreements w/ operator, regardless of their subcontract dollar amounts, and submitted via email or paper original. Payrolls are due within 7 days of the regular payment date of the payroll for each



week of work performed. CGI has a process for determining when payrolls are due requesting the contractor's pay date and tracking on a excel spreadsheet.

- **Wage Rate Classifications and Additional Classification Requests (Form #700-010-07):** As always, prompt communication and coordination as a team are key to a successful project. As more design/build projects and new types of work come to our industry, we are also seeing different work classifications and even union work forces on projects that are a bit different than the usual work types and we will be attentive to that. Wage Rate and Classifications must be in accordance with the applicable Federal Wage Decisions assigned for each individual project. These will be checked to verify whether all employees performing work under the contract are being paid the prevailing hourly rate for his or her classification, are working foreman being reported on the payrolls, and is the contractor reporting employees who are working in one or more classifications correctly. This is another reason for ensuring up front communication to all subcontractors have been given receiving a copy of the Prevailing Wage Rate Table assigned to the project by reviewing their subcontracts. If a job classification will be used on the project and is not listed on the prevailing wage rate table, an Additional Classification Request must be e-mailed prior to start work on project. The requests can only be submitted by the prime contractor, any subcontractors making the request must do so through the prime contractor. Additional Wage Determinations Form No. 700-010-67 must be posted on the project bulletin board as soon as the request is approved.
- **U. S. Department of Labor Deductions:** Contractors are responsible for requesting USDOL permission for deductions which do not fall within the parameters of those deductions generally allowed as per the Copeland Act (Anti-Kickback Act). This permission is to be obtained before taking the deduction and is usually granted for a period of 1 year. The compliance specialist will collect copies of the USDOL letters of approval for deductions that require approval (cell phone, uniforms). Before the USDOL approval letter expires, the compliance specialist shall notifying the contractor giving them a friendly reminder that deductions will not be allowed after expiration date unless an updated letter has been submitted.
- **Fringe Benefits:** Our compliance specialist, Sabrina Covalt, has attended several USDOL seminars and conducted training for contractors. She has passed this training information on to her compliance specialists, Debbie Ganas and Amanda Porter. We understand how confusing calculating fringe benefits can be. CGI is experienced in calculating fringes and knowing what documentation to request to verify the funded or unfunded fringe benefit. We will look out for the Authority and ensure the contractor is correctly using fringe benefits and meeting the min. wage rate plus the fringe benefit per the wage rate determination table.
- **Overtime:** Our compliance specialists understand the regulations of CHWSSA. Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and on-half time the regular rate of basic pay plus the straight-time rate of any required fringe benefits.
- **Employee Labor Interviews:** The compliance specialist has a process for obtaining the required number of interviews each month and conducting a cross section of contractors. Recommend FDOT Form#700-010-63. The compliance specialist compares the interview against the payroll substantiating wage classification, rate, deductions and EEO Compliance, acting on the information submitted as necessary. The contractor will be notified of any discrepancies.

PROJECT #	DOLLAR AMOUNT	EST. # INTERVIEWS
429-202	\$61,314,000.00	11
429-203	\$59,298,000.00	11
429-204	\$85,832,000.00	13
429-205	\$39,846,000.00	9
429-206	\$62,916,000.00	11

*\*the actual number of interviews will be based on the actual contract amount.*

**NONCOMPLIANCE PROCESS** The compliance specialists will submit deficiency communications to the prime for the prime and/or subcontractors noncompliance with the compliance programs requirements including the submission of required data upon request in any element of the program regarding DBE, EEO/AA, OJT, Wage Rates and Payrolls. We recommend following the FDOT Workbook/EOC Contract Compliance Manual Section 1.6 and 6.6.2. Using two sanctions to be applied when a performance deficiency exists; withholding a monthly progress estimate and issuing a performance deficiency letter. We encourage communication and coordination with all CEI Project Administrators to combine noncompliance issues with letters that may need to be issued by the project staff. We will also keep all parties informed when the noncompliance has been resolved.

- **Notice of Noncompliance letter for EEO, DBE and/or OJT:** This letter is issued once a month per the FDOT Workbook/EOC Contract Compliance Table related to DBE, EEO and OJT. Some instances of noncompliance could be the OJT Schedule is past the 14 days of a trainee start date and the contractor has failed to submit a Revised OJT Schedule timely, the jobsite bulletin board

EEO Officer poster has not been updated to include a new subcontractor over \$10,000.00 before the subcontractors begin work date.

- **Notice of Noncompliance Non Receipt of Payroll/Incomplete or Incorrect Statement of Compliance letters:** The compliance specialist will issue a notice letter to the contractor if the contractor or subcontractor failed to submit certified payrolls for the week they worked on the project (attached DWR showing activity), or if the Statement of Compliance (Part 1 of the Payroll form) is incomplete or incorrect.
- **Notice Of Payroll Violation (Form 700-010-59):** A Payroll Violation is issued by the compliance specialist when it is determined the certified payroll does not comply with the minimum wage requirements, the submitted wage/payroll information is incomplete or erroneous, or unauthorized deductions were made. Payroll violations are notified to the Federal Highway Administration. We recommend payroll training with the contractor and subcontractors ahead of time to prevent less submission of payroll violations. Some common mistakes are math errors, an employee was interviewed but doesn't show up on the payroll for the work week, or a loan deduction but an authorized employee deduction loan letter was not submitted with or before the payroll was submitted.

### C. EXPERIENCE OF FIRM AND ABILITY OF STAFF

Delivering the highest level of quality services is paramount to ensuring a successful project and will provide a direct, positive reflection on both the Authority and the consultant teams. Our team members understand and are committed to this core value for the project.

CGI's selection for this contract will provide Authority with the appropriate staffing to ensure that all compliance requirements are met successfully on projects. **Our team has over 61 years of combined Resident Compliance Specialist experience.** Each of our personnel maintains all of the necessary qualifications and certifications outlined in the scope of services.

Sabrina Covalt will lead the team and manage this contract as the contract compliance manager. She will be the primary point of contact. Debbie Ganas will act as the secondary point of contact and provide additional support as necessary. Both Mrs. Covalt and Mrs. Ganas have extensive experience in working on federal funded projects. This experience and knowledge of the compliance, coupled with their hands-on approach to managing projects, adds tremendous value and is a critical component of the CGI commitment to a successful contract for the Authority. Mrs. Covalt will maintain continuous communication with the team and with the Authority's Project Manager for this contract. She will ensure assignments are adequately staffed with the correct people and that all job tasks are being appropriately and accurately completed. Our goal is to do it right the first time every time.

**Sabrina Covalt** President of CGI, Inc. has 19 years' experience in compliance. Ms. Covalt will serve as the primary contact and will provide Compliance Specialist services in EEO, OJT and DBE. She is currently serving as the FDOT District One LAP Oversight Compliance Specialist until March 2015. Her duties are conducting oversight to the Local Agencies Resident Compliance Specialists to working as a Resident Compliance Specialist. Sabrina has worked primarily in FDOT District One providing outstanding compliance services. Sabrina has proven leadership in training other RCS's and contractors. If a contractor requests help she is there for the prime contractor and all their subcontractors to go over any area of the compliance program. She has an outstanding reputation and industry respect. Sabrina will be responsible for all facets of compliance specialist duties, including monitoring EEO compliance, OJT, DBE monitoring, payroll compliance; responsible for documentation, and reporting activities. Past FDOT D1 CCCA Performance Reviews 100% on 5/16/12 and 99% on 7/14/11.

Reference; Carey Shepherd, FHWA Civil Rights Program Coordinator, (850) 553-2206

**Debbie Ganas** will have 37 years as of May 2015, with much of her experience being in FDOT District One as a FDOT employee with Sarasota Operations, that experience is what makes her the right compliance specialist for you. Ms. Ganas will provide peer review and QC support. She is outstanding in monitoring contractors' DBE compliance per specifications and EEO per FHWA 1273. She is also people-oriented, a true team player and has outstanding communication skills with contractors.

Reference; Jacquelin Brown, FDOT D1 DCCM (863) 519-2757

**Amanda Porter** has 5 years experience and is currently working on the FDOT District One with reviewing payrolls. She is familiar with the USDOL requirements of wages. Amanda has experience with policy of payroll documents and using payroll logs and moving payrolls over to a secured, shared folder. Amanda will be responsible for all facets of monitoring payroll compliance; responsible for documentation, and reporting activities. She reviews the CEI Daily Work Reports for all construction activity on all projects. Each DWR will be analyzed for content in order to determine the status of active contractors (prime and subcontractors). Past FDOT D1 CCCA Reviews Reference; Carmen Mayer, FDOT RCS (239) 985-7863



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sabrina@covaltgroup.com

#### Availability of Staff

Employee Name/Location	Current Role	Projected Role	Percent (%) Available
Sabrina Covalt Lakeland-Polk County	OCS- CB943 40%	Compliance Manager QC/QA EEO DBE OJT	100% as of Mar-15
Amanda Porter Ocoee-Orange County	RCS- CB943 90%	Compliance Specialist WAGES	100% as of Mar-15
Debbie Ganas Sarasota-Sarasota County	RCS- CB943 30%	Compliance Specialist QC/QA EEO DBE OJT WAGES	100% as of Mar-15

#### Quality/Experience on Similar Projects

##### FDOT District 1 Continuing Services Contract Compliance Specialists C9B43 417365-1-62-01

Provided support to the District's Compliance Program as Resident Compliance Specialists, assisting Fort Myers, Sarasota Operations centers and monitoring all the District's Local Agencies Projects. Monitoring the Contractors' performance of the Construction Contract for compliance with all requirements of EEO/AA, DBE, OJT and Wage Rate Provisions by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and applicable Florida Statutes. Observed the Contractors' reporting activities for contract compliance. Identified discrepancies, report significant discrepancies to the Depart and direct the Contractor to correct discrepancies. Provided oversight of Local Agencies to determine that each Agency complies with the requirements of the LAP manual and related contract compliance processes. Informed the LAP RCS and the Construction Project Manager of any significant omissions, substitutions, and deficiencies noted in the documentation of the Contractor and the corrective action that has been directed to be performed by the Contractor. Ongoing technical assistance and communication with the LAP RCS. Maintained record/files to adhere to Federal and State rules and regulations concerning the compliance program. Prepared correspondence to contractors and Department personnel with regards to the state of compliance and directed by Department procedures and directives by the DCCM. Attended Preconstruction conferences to inform contractors of their obligations relating to EEO/DBE/OJT/Wages. Reviewed Daily Work Reports for all construction projects. Reviewed contractors' payrolls for format, classification, pay and timely submittal. When necessary, issued noncompliance notices to contractors following the FDOT EEO Contract Compliance Workbook in Section 1 and 6.

##### FDOT District 1 GCE C8154 409988-1-62-02 / C9242 409988-1-62-03

Provided support to the District's Compliance Program as Resident Compliance Specialists, Assisting Fort Myers and Sarasota Operations centers. Monitoring the contract compliance program which consists of four program areas: DBE, EEO/AA, OJT and Wages and Payrolls. Attending Preconstruction Meetings and other meetings when necessary keeping Contractor up to date with EEO documentation outstanding/required. Keeping compliance records up to date. Conducting contractor EEO verification compliance reviews.

##### FDOT District 4 Oversight CEI for ARRA LAP projects in Palm Beach County

42380916201, 42648116201, 42637716201, 42525916201, 42032516201, 42648416201, 42689816201  
ARRA-021-B, ARRA-025-B, ARRA-030-B, ARRA-016-B, ARRA-027-B, ARRA-026-B, ARRA-029-B

Provided ARRA Oversight Compliance monitoring to ensure Local Agency compliance with Construction Contract Documents and Federal Contract Compliance (EEO, Payroll, DBE and ARRA reporting). Designed project level compliance tools and oversight monitoring tools. Available for questions and answers and any training needed, one major area was payroll fringes, in how to calculate and what documentation is needed to verify the funded or unfunded fringe.

##### FDOT District 1 District Wide CCEI Support A C9113 198286-1-62-08

Providing compliance specialists support for FIN#195765-1-52-01 Contract#T1407 project. The compliance specialist provided surveillance of the contractor's compliance with Construction Contract requirements. Responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Action for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist kept all related documents and correspondence accurate and up to date; attended all compliance reviews and furnished the complete project files for review; and assisted the DCCM when requested.

COVALT GROUP INC:

**COVALT GROUP INC.**  
Compliance Services for Central Florida Expressway Authority Wekiva Parkway Projects  
Protect Numbers: 429-202 / 429-203 / 429-204 / 429-205 / 429-206

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#### D. ORGANIZATION AND MANAGEMENT

There are 3 things that will make the contract successful; having the right staff, having a good understanding of the responsibilities of the contract, and providing appropriate follow-up. The first two are discussed in other sections of Experience of Firm and Ability of Staff and Understanding and Approach. The third will come through our Quality Control/Quality Assurance program. As a Company, we take QA/QC seriously, and strive to provide adequate follow-up so that we can be assured the client is getting what they are paying for. CGI is a small DBE corporation specializing only in compliance since our inception. CGI's staff has 61 years of combined experience in all aspects of compliance. CGI's main location is in Lakeland at 653 Hunters Run Blvd. CGI has a remote location in Ocoee, located at 2462 Ocean View Blvd., Suite# 202.

CGI proposes Sabrina Covalt to be the lead person for this contract. Sabrina is a subject matter expert in issues of compliance including EEO, DBE, Payroll compliance, FHWA 1273 Regulations, etc. She is routinely sought after by many in the industry for her knowledge on these issues. Sabrina can work out of our remote Ocoee location, or if the Authority prefers, CGI will lease office space near the project(s). Sabrina will handle all of the issues for EEO, DBE, OJT and QA for wages on Project #'s 429-202, 429-203, 429-204, 429-205, and 429-206. Sabrina will schedule compliance meetings with the Authority monthly to ensure the coordination of the projects. Sabrina will conduct the monthly employee labor interviews. In addition, Sabrina will assist in payroll monitoring as needed.

CGI proposes Amanda Porter for payroll monitoring on Project #'s 429-202, 429-203, 429-204, and 429-205. Ms. Porter has been working with CGI for 5 years monitoring payrolls. She has proven herself time and again in this challenging environment. The CCCA reviews of the last two projects that she has been working on were scored a 97% and 94% respectively. She has a tracking mechanism for monitoring due dates of noncompliance notices and payroll violations to ensure subsequent notices are issued in a timely manner if necessary. She is aware of indicators that may detect biweekly verses weekly payrolls. She has excellent communication skills, and thrives on completing her projects with excellence. Ms. Porter can work out of our remote Ocoee location, or another location that the Authority may prefer.

CGI proposes Debra Ganas for QC/QA and monitoring payrolls for Project # 429-206. Ms. Ganas brings with her 37 years experience in the compliance field. Ms. Ganas has a wealth of experience and has handled multiple high dollar projects at the same time on her own for FDOT Sarasota Ops. Ms. Ganas has received awards and recognition from FDOT for exemplifying the highest standards of service. Ms. Ganas is extremely patient and helpful when it comes to helping our clients navigate the learning curves of compliance. Ms. Ganas can work out of our remote Ocoee location, or another location that the Authority may prefer.

Each team member will be equipped with a mobile phone capable of sending emails instantly and a laptop computer having secure, wireless internet access so that they can be in constant contact. Any issues that arise will be handled immediately; the Authority will be notified and the issue resolved. All CGI employees are provided with all safety equipment required. In today's digital age of instant access to information, maximizing the ability to receive and transmit information is paramount. Keeping up with and even ahead of the main stream of how that technology is applied provides value that our team can bring to this project. As a firm, we are constantly looking for ways to better utilize that technology. One of our ideas is the use of a corporate shared file to make information available instantly to all team members. All of the necessary communications can be uploaded through the shared file and be available instantly. Our team members are currently providing these same services to the FDOT District One. Furthermore, because we have provided similar services to other Districts and Local Agencies, we also bring the lessons learned from what they tried, both successfully and unsuccessfully. This will give the Authority the ability to be the leader in providing these services when compared to others. We are proud that our staff members have good working relationships with CEI firms and contractors and are knowledgeable about the current compliance specialist process.

The CGI Team will handle these projects with a focus on timely issue resolution. With our project experience and knowledge, we will proactively minimize issues that may arise, immediately correct any documentation errors and avoid additional costs that come from improper or incomplete documentation through communication and coordination. The CGI Team members have worked together in the past to successfully complete projects ensuring that all the paperwork and documentation necessary to meet the reporting requirements has been properly executed. It is our commitment to the project owner, and our corporate commitment to our staff, that has allowed us to be successful in the past. And it is because of that commitment that we have been able to maintain a highly efficient and dedicated staff to handle any type of project and assist the Authority with any of their needs.

At CGI, we take great pride in our work. We are committed to delivering responsive, effective and innovative compliance services to the Authority through every contract, every time. We are eager to continue this commitment with you. No one will work harder or more cohesively with your Project Manager to successfully deliver this project on time to your customers.

Sincerely,

*Sabrina Covalt 2/27/15*  
Sabrina Covalt, President

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT  
CONTRACT NO. 001072**

**ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND  
CODE OF ETHICS**

If awarded the Contract, the undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the Authority's Code of Ethics and, to the extent applicable to the undersigned, agrees to abide with such policy.

COVALT GROUP INC  
Company Name

By: SABRINA COVALT *Sabrina Covalt*

Title: President

(Note: Failure to execute and submit this form may be cause for rejection of the submittal as non-responsive.)

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
ACKNOWLEDGMENT OF ADDENDUM  
CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT  
CONTRACT NO. 001072**

I (we) hereby acknowledge receipt of the following Addenda issued during the proposal period for the project:

Addendum No. 1 Dated 2/24/15 Proposer Initial SMC  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Proposer Initial \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Proposer Initial \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Proposer Initial \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Proposer Initial \_\_\_\_\_

(Note: If addenda are issued, failure by the Proposer to submit this form with the Technical Proposal may be cause for rejection of the proposal as non-responsive.)

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**CONFLICT/NONCONFLICT OF INTEREST STATEMENT**

**CHECK ONE**

- ☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

**OR**

- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

**LITIGATION SUMMARY**

**PLEASE DISCLOSE AND PROVIDE A SHORT SUMMARY AND DISPOSITION OF ANY CIVIL LITIGATION IN FLORIDA INVOLVING THE FIRM AS A NAMED PARTY WITHIN THE LAST FIVE (5) YEARS.**

**ALSO DISCLOSE ANY ACTIONS AGAINST THE FIRM BY THE FLORIDA BAR, THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER FEDERAL, STATE OR LOCAL REGULATORY AGENCY INCLUDING DISPOSITION OF SAME.**

**CHECK ONE**

- ☒ The undersigned firm has had no litigation or any projects in the last five (5) years.

**OR**

- ☐ The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

COVALT GROUP INC  
COMPANY NAME

Sabrina Covalt  
AUTHORIZED SIGNATURE

SABRINA COVALT  
NAME (PRINT OR TYPE)

PRESIDENT  
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
DRUG-FREE WORKPLACE FORM**

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that

COVALT GROUP INC.

Name of Business

does:

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

  
Proposer's Signature

2/27/15  
Date



## COMPANY REFERENCES

### *FDOT References:*

Jacquelin Brown, FDOT D1 DCCM (863) 519-2757  
Adrienne Brown, FDOT D4 DCCM, (954) 777-4389  
Geraldyn Morgan, FDOT D5 DCCM, (386) 943-5356

### *Consultant References:*

H. Richard Howarth, P.E., CardnoTBE (727) 431-1621  
Mark Puckett, P.E., DRMP, Inc. (863) 686-7100  
Larry Zagardo, P.E., Jacobs Engineering (863) 519-2344

### *Contractor References:*

Megan Nienhouse, H&J Contracting (561) 791-1953 Ext 50  
John Zemina, Kimmins Contracting (813) 579-1074  
Neil Monkman, Wright Construction (239) 481-5000

### *Local Agency References:*

Lana Braddy, City of Lakeland Special Projects Coordinator (863) 834-6779  
Jimmy Feagle, City of Leesburg Deputy Director of Public Works (352) 435-9442



## ***SABRINA COVALT***

## ***RESIDENT COMPLIANCE SPECIALIST***

Mrs. Covalt has over eighteen years of resident compliance experience. She is thoroughly familiar with EEO procedures and can interpret and apply EEO construction regulations. Mrs. Covalt founded Covalt Group in 2007.

### **FDOT CERTIFICATIONS & SEMINARS**

Statewide RCS Training 2005 & 2007	D1, D4 & D5 Annual RCS Workbook 2009-2014
EOC System	LAP DBE Program D1, D4, D7
Anatomy of FHWA 1273	USDOL Prevailing Wage Rate Conference 2011 & 2012
Compliance CBT 2011	Orlando Compliance Training CPR 2011
EEO, DBE & Payroll Compliance on LAP Including USDOT, OIG Video	
FHWA Conducting Effective Contract Compliance Reviews 2014	

### **REPRESENTATIVE PROJECTS**

**Covalt Group, Inc./Genesis CEI** **September 2013 – March 2015**  
FDOT District 1 Description: C9B43 Continuing Services Contract  
Role: Serving as the *Oversight Compliance Specialist*, to ensure that the Local Agencies are monitoring LAP Contractors EEO/DBE/Payroll & OJT compliance and conducting CCCA reviews.  
Project Manager/Reference: Jacquelin Brown, FDOT D1 Compliance Manager (863) 519-2757

**Covalt Group, Inc./Dyer, Riddle, Mills & Precourt, Inc.** **January 2014-February 2015**  
FIN: 407463-3-58-01 District 5 City of New Smyrna Beach  
Description: New Smyrna Beach Trail  
Role: Serving as the *LAP Resident Compliance Specialist*, duties are maintaining EEO paperwork, project interviews, reviewing the bulletin board, and DBE payments in EOC System.  
Reference: Rick Langley, P.E., DRMP Senior Project Engineer (863) 686-7100

**Covalt Group, Inc./Dyer, Riddle, Mills & Precourt, Inc.** **June 2013-April 2014**  
FIN: 407463-3-58-01 District 5 Flager County  
Description: County Road 305 Bridge Replacement Bridge No.734082  
Role: Serving as the *LAP Resident Compliance Specialist*  
Reference: Rick Langley, P.E., DRMP Senior Project Engineer (863) 686-7100

**Covalt Group, Inc./Dyer, Riddle, Mills & Precourt, Inc.** **August 2012-November 2013**  
FIN: 417257-3-58-01 District 5 Osceola County  
Description: ATMS Phase III  
Role: Serving as the *LAP Resident Compliance Specialist*  
Reference: Mark Puckett, P.E., DRMP Vice President (863) 686-7100

**Covalt Group, Inc./Dyer, Riddle, Mills & Precourt, Inc.** **February 2013-September 2013**  
FIN: 428121-1-58-01 District 1 City of Lakeland  
Description: Main Street Beautification Project  
Role: Serving as the *LAP Resident Compliance Specialist*  
Reference: Lana Braddy, City of Lakeland Special Projects Coordinator (863) 834-6779

**Covalt Group, Inc./Jacobs Engineering** **February 2010-September 2013**  
Project Manager: Larry Zagardo (813) 477-9506  
FDOT District 1  
Description: GEC CEI  
Role: Serving as the *Resident Compliance Specialist*  
Reference: Jacquelin Brown, FDOT D1 Compliance Manager (863) 519-2757

<p><b>Covalt Group, Inc./Dyer, Riddle, Mills &amp; Precourt, Inc.</b>          FIN: 424444-1-58-01 District 5 City of Leesburg          Description: Wildwood Trail Project          Role: Serving as the <b>LAP Resident Compliance Specialist</b>          Reference: Jimmy Feagle, City of Leesburg Deputy Director of Public Works (352) 435-9442</p>	<p><b>August 2012-April 2013</b></p>
<p><b>Covalt Group, Inc./Corradino Group, Inc.</b>          Project Manager: Debra Ihsan (561) 370-1107          FIN:423809-1/426481-1/426377-1/425259-1/420325-1/426484-1/426898-1/426382-1 FDOT District 4          Description: CEI Oversight ARRA &amp; LAP Palm Beach County Projects          Role: Serving as the <b>Oversight Compliance Specialist</b> to ensure that the Local Agency is monitoring LAP &amp; ARRA Contractor's EEO/DBE/Payroll &amp; OJT compliance and conduct CCCA reviews.          Reference: Mel Pollock, P.E.- Corradino Group VP of Engineering (561) 697-2522</p>	<p><b>January 2010-August 2012</b></p>
<p><b>Covalt Group, Inc./Palm Beach County Parks &amp; Recreation</b>          FIN: 416139-1-58-01 FDOT District 4          Description: LAP South Bay RV Park          Role: Serving as the <b>LAP Resident Compliance Specialist</b>          Reference: Richard Peterson, FDOT LAP Compliance Program Manager (561) 370-1130</p>	<p><b>April 2011-September 2011</b></p>
<p><b>Covalt Group, Inc./City of Lakeland</b>          FIN: 422745-1-58-01/422801-1-58-01 FDOT District 1          Role: Serving as the <b>LAP Resident Compliance Specialist</b>          Reference: Lana Braddy, City of Lakeland, Special Projects Coordinator (863) 834-6779</p>	<p><b>June 2010-December 2011</b></p>
<p><b>Covalt Group, Inc./Corradino Group, Inc.</b>          Project Manager: Kris Kehres, FDOT          FIN: 415302-1-52-01 FDOT District 4 SR 716 from Florida Turnpike to Petunia Avenue          Role: Serving as the <b>Resident Compliance Specialist</b>          Reference: Adrienne Brown, FDOT D4 Compliance Manager (954) 777-4389</p>	<p><b>March 2010-February 2011</b></p>
<p><b>Covalt Group, Inc./Metric Engineering</b>          Project Manager: Crystal Gorman, FDOT          FIN: 406314-3-52-01 &amp; 426786-1-52-01 FDOT District 1          Description: I-75 N River Road to N SR 681 &amp; I-75 Bonita Beach Road          Role: Serving as the <b>Resident Compliance Specialist</b>          Reference: Jacquelin Brown, FDOT D1 Compliance Manager (863) 519-2757</p>	<p><b>March 2010- November 2010</b></p>
<p><b>Covalt Group, Inc./Dyer, Riddle, Mills &amp; Precourt, Inc.</b>          Project Manager: Mickey Kelley (772) 489-7129          FIN: 416418-1-52-01 FDOT District 4          Description: Indian River Signal Group 3 Project - Total Contract Amount: \$2,673,642.28          Role: Serving as the <b>Resident Compliance Specialist</b>          Reference: Marty Anderson/Adrienne Brown, FDOT D4 Compliance Manager (954) 777-4389</p>	<p><b>March 2009-November 2009</b></p>
<p><b>Genesis CEI</b>          Project Manager: Tom Lay (813) 233-3822          FIN: 415489-2-52-01 FDOT District 7 Hillsborough County          Description: US 301 Widening from Balm Road to Gibsonton Drive          Role: Serving as the <b>Resident Compliance Specialist/Admin</b>          Reference: Joyce Jolliff, FDOT D7 Compliance Manager</p>	<p><b>October 2008-January 2010</b></p>
<p><b>Covalt Group, Inc./Jacobs Civil Engineering Served as D3 RCS</b>          Mid-State Consultants/DRMP - Served as D1 OCS          Quest Corporation of America/TBE - Served as D7 RCS          Washington Infrastructure -Served as D1 RCS          HW Lochner, Inc. -Served as Turnpike Polk Parkway RCS          Greenhorne &amp; O'Mara, Inc., -Served as Turnpike Polk Parkway RCS          Tampa Bay Engineering, Inc. -Served as D1 RCS</p>	<p><b>April 2007-September 2007</b>  <b>June 2002-May 2007</b>  <b>June 2001-May 2002</b>  <b>August 1999-May 2001</b>  <b>August 1998-July 1999</b>  <b>April 1997-June 1998</b>  <b>September 1996-April 1997</b></p>



***SOME OF THE PROJECTS COVALT GROUP HAS WORKED ON:***

DISTRICT	FIN#	COUNTY	DESCRIPTION
5	407463-3-58-01	Flager	CR 305 Bridge Replacement Bridge #734082-LAP FAP
5	417257-3-58-01	Osceola	ATMS Phase III Design Build- LAP FAP
5	424444-1-58-01	Leesburg	Leesburg Wildwood Trail- LAP FAP
5	430078-1-58-01	NSB	New Smyrna Beach Trail
4	416418-1-52-01	Indian River	Indian River Signal Group 3 – FAP with OJT
4	415302-1-52-01	St. Lucie	SR 716 Florida Turnpike to Petunia Ave – FAP with OJT
4	416139-1-58-01	Palm Beach	Palm Beach County South Bay RV Park – LAP FAP
4	423809-1-58-01	Palm Beach	ARRA Blue Gill Trail – Oversight LAP FAP
4	426481-1-58-01	Palm Beach	ARRA Forest Hill Blvd – Oversight LAP FAP
4	426377-1-58-01	Palm Beach	ARRA Military Trail – Oversight LAP FAP
4	425259-1-58-01	Palm Beach	ARRA Jupiter Trail – Oversight LAP FAP
4	420325-1-58-01	Palm Beach	ARRA A1A – Oversight LAP FAP
4	426484-1-58-01	Palm Beach	ARRA Royal Palm Beach Blvd. – Oversight LAP FAP
4	426898-1-58-01	Palm Beach	ARRA Seacrest Blvd. – Oversight LAP FAP
4	426382-1-58-01	Palm Beach	ARRA Pembroke Pines – Oversight LAP FAP
3	409025-1-52-01	Lee	SR 20 (US 27) to SR 261 (US 319) FAP with OJT
1	413044-4-52-01	Sarasota	I-75 Sumter to River FAP with OJT
1	421116-1-52-01	Lee	US 41 SR 739 FAP with OJT
1	431041-1-58-01	Sarasota	City of North Port Price Biscayne Dr Oversight LAP FAP
1	415621-2-52-01	Collier	US 41 SR 951 FAP with OJT
1	429547-1-52-01	Lee	SR 45 US 41 FAP with OJT
1	430870-1-58-01	Collier	Collier County Fiber Network Oversight LAP FAP
1	429915-1-58-01	Collier	Collier County Shadowlawns Sidewalk Oversight LAP FAP
1	429902-1-58-01	Collier	Collier County Sidewalks Oversight LAP FAP
1	428139-1-58-01	Charlotte	Punta Gorda Bike Path Trail US 41 Oversight LAP FAP
1	429200-1-58-01	Collier	City of Marco Island Tommy Barfield Sidewalk and Charter Middle School Oversight LAP FAP
1	429880-1-58-01	Polk	Polk County Clubhouse Rd. Oversight LAP FAP
1	428118-1-58-01	Polk	City of Winter Haven Bike Path Trail 3 <sup>rd</sup> St. Oversight LAP FAP
1	429833-1-58-01	Polk	City of Winter Haven Bike Path Chain of Lakes Oversight LAP FAP
1	420872-1-58-01	Sarasota	City of North Port US41-Biscayne Dr Oversight LAP FAP
1	416230-1-58-01	Hendry	Overhead Roadway Lighting SR 80 Oversight LAP FAP
1	410277-1-58-01	Highlands	Highlands County College Dr. Oversight LAP FAP
1	426836-1-58-01	Collier	Collier County Wildlife Crossing Oversight LAP FAP
1	430058-1-58-01	DeSoto	DeSoto County Gateway Signs Oversight LAP FAP
1	404679-7-58-01	DeSoto	DeSoto County Bike/Pedestrian Oversight LAP FAP
1	427352-1-58-01	Lee	Lee County Widening 6 Mile Cypress Oversight LAP FAP
1	429901-1-58-01	Collier	Collier County White Blvd. Oversight LAP FAP
1	429903-1-58-01	Collier	Collier County Golden Gate Pkwy Oversight LAP FAP
1	429898-1-58-01	Collier	City of Marco Island Sidewalks Oversight LAP FAP
1	431020-1-58-01	Manatee	Manatee County Gulf Dr. Oversight LAP FAP
1	431019-1-58-01	Manatee	Manatee County SR 70 Oversight LAP FAP
1	429867-1-58-01	Manatee	Manatee County SR 684 Oversight LAP FAP



DISTRICT	FIN#	COUNTY	DESCRIPTION
1	429897-1-58-01	Collier	Collier County Oasis Blvd. Sidewalks Oversight LAP FAP
1	420974-3-58-01	Sarasota	Sarasota County ATMS Phase 3 Oversight LAP FAP
1	420974-4-58-01	Sarasota	Sarasota County ATMS Phase 4 Oversight LAP FAP
1	430163-1-58-01	Sarasota	City of Sarasota Geenan/Alderman Oversight LAP FAP
1	433279-1-58-01	Sarasota	City of Sarasota Osprey Ave ATMS Oversight LAP FAP
1	420655-1-52-01	Collier/Lee	IROX – FAP with OJT
1	406314-3-52-01	Sarasota	ARRA I-75 N River Road – FAP with OJT
1	426786-1-52-01	Lee	I-75 Bonita Beach Road FAP
1	422745-1-58-01	Polk	City of Lakeland Parker St – LAP FAP
1	422801-1-58-01	Polk	City of Lakeland East West Connector – LAP FAP
1	195410-1-52-01	Collier	ARRA Marco Island Jolley Bridge – FAP with OJT
1	198010-4-52-01	Sarasota	ARRA US 301 Myrtle Ave to Desoto Rd – FAP with OJT
1	411036-1-52-01	Lee	ARRA I-75 Colonial to SR 82 – FAP with OJT
1	411037-1-52-01	Lee	ARRA I-75 Lockett Rd. – FAP with OJT
1	419804-1-52-01	Manatee	I-75 University Pkwy to Curiosity Creek – FAP with OJT
1	420613-1-52-01	Sarasota	I-75 US 301 & SR 70 – FAP with OJT
1	420616-1-52-01	Manatee	I-75 US 301 & SR 70 – FAP with OJT
1	425222-1-52-01	Hendry	SR 29 Caloosahatchee River – FAP
1	426635-1-52-01	Manatee	ARRA ATMS Phase II – FAP
1	426741-1-52-01	Glades	ARRA CR 720 Resurfacing – FAP
1	426743-1-52-01	Hendry	ARRA CR 832 SR 29 – FAP
1	195765-1-52-01	Lee	SR 45 Corkscrew Rd to San Carlos Blvd – FAP with OJT
1	195416-4-52-01	Collier	SR 84 Santa Barbara Blvd to Radio Rd – FAP
1	408286-2-52-01	Hendry	SR 80 from CR 833 to US 27 – FAP
1	412636-2-52-01	Lee	ATMS Phase I – FAP
1	417248-4-52-01	Collier	US 41 from SR 29 to Dade County Line – FAP
1	420633-1-52-01	Hardee	US 17 S Sweetwater Rd to 7 <sup>th</sup> Ave – FAP with OJT
1	428121-1-58-01	Polk	City of Lakeland Main Street – LAP FAP
1	414730-1-52-01	Various	I-75 ITS Charlotte, Manatee, & Sarasota – FAP with OJT
1	415490-1-52-01	Desoto	US 17 SR 35 – FAP
1	413887-3-52-01	Sarasota	SR 72 Myakka River – FAP
1	425234-1-52-01	Manatee	Lorraine Road to CR 676 – FAP
1	429978-1-52-01	Manatee	Advanced Signing I-75 SR 70 to SR 64 – FAP



***LIST OF SOME OF THE CONTRACTORS ON THE PROJECTS:***

- APAC
- Ajax Paving
- Acme Barricades
- Astaldi Construction
- American Lighting and Signalization
- Better Roads
- Bob's Barricades
- CMA Corporation
- Curb Systems
- Cone & Graham
- Coastal Marine
- CW Roberts Contracting
- Community Asphalt
- Edens Construction
- Florida Safety Contractors
- Gator Grading & Paving
- GCE Services
- Guymann Construction of FL
- H&J Contracting
- Highway Safety Devices
- Johnson Brothers
- Kelly Brothers
- Kimmons Contracting
- L Cobb
- L & S Concrete
- McShea Contracting
- MSB Service
- McRae Enterprises
- McLeod Land Services
- Quality Enterprises
- RIPA Construction
- Road Runner Highway Signs
- Roadsafe Traffic Systems
- SEMA Construction
- Suncoast Paving
- Signal Group
- Spectrum Underground
- Superior Asphalt
- Traffic Control Products
- Wright Construction
- Traffic Control Devices
- Turtle Southeast
- Transcore ITS
- ZEP Construction

# PROPOSED PROJECT STAFFING COSTS

## COVALT GROUP INC.

Compliance Services for Central Florida Expressway Authority Wekiva Parkway Projects

Project Numbers: 429-202 / 429-203 / 429-204 / 429-205 / 429-206

	Total (All Projects)	Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
	Sabrina Covalt - RCS	est 4/2015	est 2/2018	33.5	5527.5	\$54.00	\$298,485.00
	Amanda Porter-RCS Wages			33	5445	\$54.00	\$294,030.00
	Debbie Ganas- RCS			27.75	4578.75	\$54.00	\$247,252.50
				94.25	15551.25		\$839,767.50

	Coordination Mtgs, Precon, Setting p Finaling out	Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
	Sabrina Covalt - RCS	est 4/2015	est 2/2018	3	495	\$54.00	\$26,730.00
	Amanda Porter-RCS Wages			2	330	\$54.00	\$17,820.00
	Debbie Ganas- RCS			2	330	\$54.00	\$17,820.00
				7.00	1155		\$62,370.00

		Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
	429-202						
	Sabrina Covalt - RCS	6/2015	4/2017	7.2	1188	\$54.00	\$64,152.00
	Amanda Porter-RCS Wages			12.5	2062.5	\$54.00	\$111,375.00
	Debbie Ganas- RCS			2.75	453.75	\$54.00	\$24,502.50
				22.45	3704.25		\$200,029.50

		Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
	429-203						
	Sabrina Covalt - RCS	8/2015	4/2017	5.7	940.5	\$54.00	\$50,787.00
	Amanda Porter-RCS Wages			7.5	1237.5	\$54.00	\$66,825.00
	Debbie Ganas- RCS			2.25	371.25	\$54.00	\$20,047.50
				15.45	2549.25		\$137,659.50

		Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
	429-204						
	Sabrina Covalt - RCS	1/2016	1/2018	8.95	1476.75	\$54.00	\$79,744.50
	Amanda Porter-RCS Wages			8.5	1402.5	\$54.00	\$75,735.00
	Debbie Ganas- RCS			8.25	1361.25	\$54.00	\$73,507.50
				25.7	4240.50		\$228,987.00

		Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
	429-205						
	Sabrina Covalt - RCS	5/2016	11/2017	4.45	734.25	\$54.00	\$39,649.50
	Amanda Porter-RCS Wages			3.5	577.5	\$54.00	\$31,185.00
	Debbie Ganas- RCS			3	495	\$54.00	\$26,730.00
				10.95	1806.75		\$97,564.50

		Start Date	End Date	MM	MH	Loaded Rate	Total Dollars
	429-206						
	Sabrina Covalt - RCS	4/2016	12/2017	5.2	858	\$54.00	\$46,332.00
	Amanda Porter-RCS Wages			0	0	\$54.00	\$0.00
	Debbie Ganas- RCS			10.5	1732.5	\$54.00	\$93,555.00
				15.7	2590.5		\$139,887.00