



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378

NOTICE OF AVAILABILITY

REQUEST FOR PROPOSALS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed proposals at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

RFP NO. 20260180
DESIGN – CAPE HAZE PIONEER SUN TRAIL PATHWAY

It is the intent of Charlotte County to obtain professional design services for a firm to perform design of construction ready plans to be incorporated into the County's bid documents and all applicable Federal, State, and Local permitting and construction oversight services for the Cape Haze Pioneer Sun Trail Pathway.

There will not be a Pre-Submittal Conference for this project. Please send all questions to the email address below.

PROPOSAL DUE DATE: 3:00 p.m. (EST), JUNE 16, 2026

Proposal Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 261802. Any questions can be answered by contacting Kim Chamberlain, Senior Contract Specialist at 941.743.1527, or email: kimberly.chamberlain@charlottecountyfl.gov.

ELECTRONIC BID SUBMISSIONS: All submittals for this project shall be submitted electronically. Please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Notice of Availability
Posted: May 22, 2026



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

STATEMENT OF NO SUBMITTAL

If you **do not** intend to submit on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We, the undersigned, have declined to submit on requested commodity/service **RFP #20260180, DESIGN – CAPE HAZE PIONEER SUN TRAIL PATHWAY**, for the following reason(s):

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Request for Proposal.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Unable to meet specifications.
- _____ Specifications are unclear (explain below).
- _____ Remove us from your vendors' list for this commodity/service.
- _____ Other (specify below).

Remarks: _____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Submittal may be emailed to kimberly.chamberlain@charlottecountyfl.gov

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RFP NO. 20260180

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**REQUEST FOR PROPOSAL
DESIGN – CAPE HAZE PIONEER SUN TRAIL PATHWAY
RFP 20260180**

PART I - INSTRUCTIONS

RP-01 INTENT:

A. It is the intent of the County to select a firm who clearly demonstrates the highest level of ability and proven reliability to perform the professional services specified in the Scope of Services. Brief summaries applicable to the required work should be included with the proposal.

B. **Time and Date Due** - Charlotte County will accept proposals from individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida until **3:00 p.m., JUNE 16, 2026.**

RP-02 CONTRACT AWARDS: The County anticipates entering into a contract with one (1) firm who submits the proposal judged to be most advantageous to the County. The selected firm shall be required to sign a formal agreement in the standard form currently used by Charlotte County for professional services.

The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. A proposal is not binding until proposals are reviewed and accepted by the Board of County Commissioners and a contract is executed by both parties.

RP-03 DEVELOPMENT COSTS: The County shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal (RFP). Proposers should prepare a straightforward and concise description of the proposers' ability to meet the requirements of the RFP.

RP-04 INQUIRIES: The County will not respond to oral inquiries. Proposers may submit written or emailed inquiries regarding this RFP to Purchasing, 18500 Murdock Circle, Suite 344, Port Charlotte, Florida 33948 or kimberly.chamberlain@charlottecountyfl.gov. The County will respond to written or emailed inquiries received at least five (5) calendar days prior to the RFP due date.

The County will record its responses to inquiries and any supplemental instructions in the form of written addenda. It shall be the responsibility of the proposer, prior to submitting their proposals, to view the website <https://purchasingbids.charlottecountyfl.gov> to determine if addenda were issued, acknowledging and incorporating them into their proposal.

RP-05 PROPOSAL SUBMISSION AND WITHDRAWAL: The County will receive proposals electronically. Please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposal by notifying the County in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to provide Charlotte County the services set forth in these specifications until one of the proposals has been accepted by the Board of County Commissioners. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

RP-06 PROPOSAL RESTRICTIONS: In accordance with Ordinance #96-002, the manufacture, use, display or other employment of any facsimile or reproduction of the Charlotte County Seal, without the express, prior, written approval of the Board of County Commissioners of Charlotte County, Florida, is hereby declared to be unlawful and punishable as a Second-Degree Misdemeanor as provided in Section 165.043, Florida Statutes.

RP-07 DRUG FREE WORKPLACE: Charlotte County is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the proposal.

RP-08 PUBLIC ENTITY CRIMES STATEMENT: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

RP-09 CANCELLATION/TERMINATION: The County shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the successful proposer thirty (30) days written notice by certified mail.

It is expressly understood by the County and the Contractor that funding for any successive fiscal years is contingent upon appropriation of monies by the Board of County Commissioners. In the event funds are not available or not appropriated, the County reserves the right to terminate the Contract and/or individual leases. The County will be responsible for any outstanding invoices prior to the termination.

RP-10 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County shall be the sole judge of the proposal and the resulting agreement that is in its best interest, and its decision shall be final.

The County reserves the right to accept or reject any or any part of the submissions, if it is deemed in the best interest of the County. The County, in its sole discretion, may expand the scope of work to include additional requirements. The County reserves the right to investigate as it deems necessary to determine the ability of any firm to perform the work or services requested. The firms, upon request shall provide information the County deems necessary in order to make a determination.

RP-11 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: Charlotte County, Florida, in accordance with the provisions of Title VII of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all firms it will affirmatively ensure in any contract entered into pursuant to this advertisement, women-owned and minority business enterprises (collectively MBEs) will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of gender, race, color or national origin in consideration for an award. The County will consider the firm's status as an MBE or a certified MBE, and also the status of any sub-contractors or sub-consultants proposed to be utilized by the firm, within the evaluation process. Interested MBEs and certified MBEs are encouraged to respond.

All firms are hereby notified that the successful firms must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, firms agree that:

No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.

- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate this Contract upon receipt of evidence of discrimination.

RP-12 PAYMENT: Request for payment must be submitted to Charlotte County Purchasing on a form approved by the County in accordance with contract documents. Price shall be net and all invoices payable according to the Local Government Prompt Payment Act (F.S.218.74).

RP-13 PERFORMANCE EVALUATION: At the end of the Contract, the receiving department will evaluate the successful proposers' performance. This evaluation will become public record.

RP-14 INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form (CG 00 01)**

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage.

- General Aggregate \$2,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the Charlotte County.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident, bodily injury or disease	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the Charlotte County.
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. If the contractor has no employees the contractor must submit to the County the Workers Compensation Exemption from the State of Florida.

4. **Professional Liability (Errors and Omissions Liability) for Prime Contractors**

- a. Estimated Projection Construction Cost up to **\$9,999,999**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
- b. Estimated Projection Construction Cost from **\$10,000,000 to \$19,999,999**

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000
- c. Estimated Projection Construction Cost from **\$20,000,000 to \$40,000,000**

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000
- d. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be

maintained or an extended discovery period will be exercised for a period of five (5) years beginning at the time work under this Contract is completed.

- e. Policy shall contain a waiver of subrogation against Charlotte County.

5. **Professional Liability (Errors and Omissions Liability) for Subcontractors**

In addition to the insurance requirements for the Contractor, the contractor's registered sub-contractors (including structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, survey, geotechnical and materials testing) are required to carry Professional Liability insurance at the same levels and conditions as the Contractor.

Additional Insured – All policies, **except** for the Workers Compensation and Professional Liability shall contain endorsements naming the County its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by the policy, even if those limits exceed those required by this contract. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later revisions used.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents and volunteers. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage - Prior to the commencement of performance of services the Contractor shall furnish to the County Purchasing Division Certificates of Insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required. These certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services. Within seven (7) calendar days of notice of award, the Contractor shall furnish a copy of the Declaration page and required endorsements for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of insurance carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of "A:VII".

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the deductible or retention.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the County has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the

County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part to the County.

RP-15 UNAUTHORIZED ALIEN WORKERS: Charlotte County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County. In addition, pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3, *Fla. Stat.*

RP-16 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

RP-17 PUBLIC RECORDS CLAUSE TO CONTRACTORS "ACTING ON BEHALF OF THE COUNTY": Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Consultant's local offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Consultant shall notify the County and deliver to the County any records the County requests. Consultant shall require all subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subcontractor.

If the records are unavailable locally, it shall be the Consultant's responsibility to ensure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the County. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.

RP-18 SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS: Charlotte County will not request documentation of, or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Charlotte County does not give preference to vendors based on social, political, or ideological interests.

RP-19 PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of

a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.”

RP-20 INDEMNIFICATION: Consultant shall indemnify and hold harmless the County, its Commissioners, officers, employees, agents and volunteers from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

Notwithstanding any other provision in this Agreement, the County agrees to strictly limit Consultant’s liability under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, to the lesser of the fees paid to Consultant for the Services or maximum of applicable insurance proceeds. No claim may be brought against the Consultant in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand, or action brought under this Agreement shall be directed and/or asserted only against the Consultant and not against any of the Consultant’s employees, shareholders, officers, or directors. The Consultant’s liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

RP-21 INSPECTOR GENERAL COOPERATION: The Contractor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

END OF PART I

PART II SCOPE OF SERVICES

RP-23 PROJECT DESCRIPTION: Charlotte County is requesting proposals from qualified firms to provide professional design of construction ready plans to be incorporated into the County's bid documents and all applicable Federal, State, and Local permitting and construction oversight services for the Cape Haze Pioneer Sun Trail Pathway.

RP-24 SCOPE OF SERVICES: The services being requested are for FPID 443602-2-34-01, which is for Cape Haze Pioneer Sun Trail Segment 1 along SR776 from US41 to Gillot Boulevard project and for FPID 443602-3-34-01: Cape Haze Pioneer Sun Trail Segment 2 from Gillot Boulevard, within the SR776 right of way (ROW) intersection to the Myakka State Forest project.

The Scope of Services shall include, but are not limited to, the following:

1. Purpose: The scope of services describes and defines the engineering and design services which are required for the Cape Haze Pioneer Sun Trail Segment 1 along SR776 from US41 to Gillot Boulevard and for the Cape Haze Pioneer Sun Trail Segment 2 from Gillot Boulevard, within the SR776 ROW intersection to the Myakka State Forest.

The project proposes to construct Segment 1 of the intended SUN Trail system connection (Cape Haze Pioneer Trail) between Myakka State Forrest to the Murdock Village CRA Corridor at US41 (Trail ID 01931002). Segment 1 will be a 12-foot-wide multi-use trail located within SR776 ROW from US41 to Gillot Boulevard.

The project proposes to construct Segment 2 of the intended SUN Trail system connection (Cape Haze Pioneer Trail) between Myakka State Forrest to the Murdock Village CRA Corridor at US41 (Trail ID 01931002). Segment 2 will be a 12-foot-wide multi-use trail located within the ROW from Gillot Boulevard / SR776 intersection to the Myakka State Forest Boulevard.

2. Definitions

Agreement: The Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to, the performance of the work, furnishing of services, and the basis of payment.

County Project Manager (County PM): The County employee or their designee assigned to manage the Cape Haze Pioneer Sun Trail Segment 1 and Segment 2. The County PM is responsible for project specific agreements related to the scope of services; the direction, review, and approval of all work, invoices, as well as the interpretation of scope, schedule and budget related to the scope of services. The County PM will utilize the various departments and personnel of the County and, coordinate with other governmental agencies as required to ensure a successful project.

Consultant: The Consulting firm under contract with the County for administration of engineering and design services.

Consultant Project Manager (Consultant PM): The employee assigned by the Consultant to be in charge or providing administrative services for the Agreement.

Engineer of Record (EOR): The Engineer noted on the Construction Plans or other design deliverables as the licensed Florida professional responsible for the design and preparation of the construction plans and supporting documentation.

FDOT: The Florida Department of Transportation.

3. Surveying Services

Consultant shall research the public records available on the Charlotte County Property Appraiser and Charlotte County Clerk of Court websites to locate parcel deeds and recorded plats to identify existing ROW. Consultant shall perform a field survey to locate, verify, or establish ROW lines.

Consultant shall perform a field survey to obtain horizontal and vertical data of visible above ground improvements and visible above ground utilities within the project limits and shall provide topographic cross sections at 50-foot intervals for plotting purposes, cross sections at driveways with anticipated connection slopes approaching maximum design criteria, physical location of utilities, drainage and base line control, along with surveys necessary for side road connections or upgrading, within the existing ROW. Consultant shall prepare a survey base map delineating property boundary lines and ROW lines.

Consultant shall prepare a digital terrain model (DTM) for the project area and map the horizontal and vertical data collected for visible above ground improvements within the project limits.

The County shall provide all title abstracts and tax receipts to the Consultant sufficient for use in preparing the legal descriptions and parcel surveys. The County shall provide copies of ROW maps in its possession. Descriptions and Sketches: Consultant shall prepare and provide a description and sketch, signed and sealed by a surveyor, for each temporary construction easement or temporary right of entry easement parcel identified in the plans to be acquired. Each easement shall be submitted in a form acceptable to the County. The scope includes a one-time staking of the physical taking property corners when requested by the County. This item shall be compensated per each unit based on an estimated 50 sketches.

The horizontal data will be in feet and shall be projected on the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (2011 adjustment). The vertical data will be in feet and shall be referenced to the North American Vertical Datum 1988 (NAVD88).

The County shall provide survey services to support the geotechnical investigation efforts identified within Item 9 of this scope of services.

The County shall provide survey services to support the utility coordination efforts identified within Item 14 of this scope of services.

The Consultant shall delineate existing surface waters and jurisdictional wetland lines within the project limits. The County will provide survey data to accurately locate existing surface waters or jurisdictional wetland lines which have been delineated by the Consultant.

4. Roadway Design

The Consultant shall design the proposed trail improvement based upon the criteria established within the 2018 edition of FDOT's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook). The Consultant shall prepare Design Exceptions or Design Variations when it becomes necessary to deviate from Florida Greenbook criteria.

A flexible pavement design will not be required for this project. The 12' wide trail will be constructed 12" stabilization, Optional Base Group 1, and 1.5" of Type Super Pave Structural Course, Traffic Level B.

5. Drainage Design

The Consultant shall be responsible for designing a drainage and stormwater management system for the proposed trail facility. The design will be based upon the current edition of the State of Florida Department of Transportation Drainage Manual (FDOT Drainage Manual), and Southwest Florida Water Management District Environmental Resource Permit Applicant's Handbook Volume II.

The Consultant will create pre and post condition drainage basin maps to be used in defining the system hydrology. The Drainage Map will incorporate drainage basin boundaries based upon existing survey, LiDAR data, and field observations necessary to define the system.

The Consultant will analyze and document seasonal high-water elevations along the trail alignment (See Section G. Geotechnical Investigation), at cross drains, flood plains, and outfalls adjacent to stormwater treatment and attenuation areas. The Consultant will document the design effort within the project Drainage Technical Memorandum.

The Consultant will analyze the hydraulic design and performance of all proposed and existing cross drains based upon Chapter 4 of the FDOT Drainage Manual. The Consultant will determine if existing cross drains / box culverts can be extended and are structurally sound. The Consultant will determine or provide necessary flood data to support the cross-drain design. The cross-drain / box culvert design will be detailed in the construction plans and documented within the project Drainage Technical Memorandum.

The Consultant shall design all roadway (trail) conveyances and outfall ditches based upon Chapter 2 of the FDOT Drainage Manual. The design will include capacity calculations, longitudinal grade adjustments, flow changes, selection of suitable channel lining, and design of side-drains. The roadside conveyance and outfall ditch design will be detailed in the plans and documented within the project Drainage Technical Memorandum.

The Consultant shall design storm drains. Delineate contributing drainage areas, determine runoff, and inlet locations. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection. The storm drain design will be detailed in the plans and documented within the project Drainage Technical Memorandum.

The Consultant shall design roadway (trailside) treatment swales linear ponds, or useable offsite areas as needed to meet the design requirements of the Southwest Florida Water Management District Environmental Resource Permit Applicant's Handbook Volume II. The design will include flood routing/modeling, pollutant / nutrient loading calculations, treatment volume recovery calculations, and outfall structure details. The stormwater management design will be detailed in the construction plans and documented within the project Drainage Technical Memorandum.

The Consultant will identify and quantify all flood plain impacts resulting from the trail design. The Consultant shall coordinate with regulatory agencies and develop a proposed flood plain compensation plan to mitigate all flood plain impacts. The flood plain mitigation design will be detailed in the construction plans and documented within the project Drainage Technical Memorandum.

6. Temporary Traffic Control Design

The Consultant shall design a project specific traffic control plan to reduce congestion during construction and to provide safe operation of vehicular, pedestrian and bicycle traffic. The Consultant may refer to FDOT Standard Plans, 102 series where applicable to the project but will be required to develop additional details when needed to address project-specific conditions.

7. Bridge Design

The Consultant shall prepare the necessary bridge design details to allow for the widening of Myakka River bridge to support a 12-foot-wide shared use path. The Consultant shall develop alternatives and provide a recommended option to design.

8. Lighting Design

The Consultant shall prepare lighting plans including necessary plan sheets, notes and details for lighting of the shared use path in compliance with all applicable FDOT specifications, the National Electric Code, Charlotte County Supplemental Specifications for Roadway Lighting dated May 2024 and the local power company (FPL). Design shall be included for the entire corridor. The plans shall include plan and details sheets depicting summary of quantities, general notes, lighting and conduit locations, wiring sizes, pole data, and load center locations for all improvements to be constructed in the initial construction. Consultant shall assume standard County lighting preferences. Consultant shall coordinate with FPL for appropriate power service location.

9. Geotechnical Investigation

The Consultant shall provide geotechnical services to support the proposed trail and storm water management facilities. The Consultant will provide soil borings at 500-foot minimum intervals along the proposed trail alignment for soil classification and identification of the seasonal high-water level. The Consultant will delineate areas of subsoil excavation in accordance with FDOT Standard Plans Index 120-002. Soil Borings shall be provided within the proposed storm water management facilities, if required, to support drainage design and permitting requirements.

10. Contract Plans Set

The Consultant will prepare signed and sealed construction plans to support the construction of the Cape Haze Pioneer Sun Trail Segment 1 project. The Contract Plans Set will be prepared in a systematic manner which includes phases of review. The Consultant will be required to prepare Phase II, Phase III and Phase IV submittals prior to assembly of the Final Construction Plans Set. The Phase II, III, and IV plan sets shall include the elements identified in Sections 301.2.2, 301.2.3, and 301.2.4 of the 2025 FDOT Design Manual.

The Consultant shall prepare Roadway Plans in accordance with the 2022 FDOT Design Manual Chapters 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 315, 316, 317, 318, 319, 320, 321, 322, 324, 325 and 326.

11. Contract Specifications

The Consultant will prepare a signed and sealed project specifications package based upon the Florida Department of Transportation Standard Specifications for Road and Bridge Construction Division II (General Construction Operations) and Division III (Materials) specifications. The specifications will use the "LAP Big Three Specifications" for Earthwork, Superpave

Asphalt, and Concrete. The specifications package shall comply with all Local Agency Program state funding requirements and include any necessary Modified Special Provisions or Technical Special Provisions for the construction of the proposed improvements.

12. Contract Time Memorandum

The Consultant will prepare Construction Time Memorandum utilizing critical path method scheduling to estimate contract construction time based upon a logical construction sequence and industry accepted production rates.

13. Construction Cost Estimates

The Consultant will prepare construction cost estimates for the Phase II, III, IV and final Construction Plan Set submittals based upon FDOT's current 12 month moving average for Area 10.

14. Utility Coordination

The Consultant will identify potential impacts to existing utilities within the project limits and provide necessary coordination activities to resolve said impacts within the construction documents. The required utility coordination activities shall at a minimum include the following:

- a. The Consultant will obtain quality level "D" (existing records) and level "C" (surface visible features) from all Utility Agency Owner's within the project corridor. Level C and D utility features will be incorporated in the Phase II construction plans.
- b. The Consultant will obtain quality level "B" (designating) and level "A" (locating) data for any utilities which may be impacted by the proposed trail improvements. The Consultant shall participate in a Subsurface Utility Exploration Determination meeting with the County PM prior to authorizing any Level A locates. Level A and B utility information will be incorporated into the Phase III construction plans.
- c. The Consultant will prepare a utility conflict matrix to identify potential impacts to utilities within the project corridor and to track utility conflict resolution. The utility conflict matrix shall at a minimum contain the following information:
 - i. Conflict Number
 - ii. Conflict Location by Station and Offset
 - iii. Utility Agency Owner
 - iv. Facility Description (Material, Type, Number and Size)
 - v. Conflict Description
 - vi. Verified Utility #
 - vii. Proposed Conflict Resolution
 - viii. Resolution Status
- d. The Consultant will obtain either a letter of no involvement, letter of no conflict, or an executed utility work schedule from all Utility Agency Owners located within the project limits.

15. Environmental Permitting and Clearances

The Consultant shall identify and obtain all necessary permits from local, state, and federal agencies needed to construct the proposed trail improvements including but not limited to the Southwest Florida Water Management District, Florida Department of Environmental Protection, and United States Army Corps of Engineers. The County will be responsible for paying all permit application fees.

The Consultant will establish and evaluate existing surface waters or jurisdictional wetland areas within the project limits. The County will provide surveying services to locate the delineated surface waters and wetland lines. The Consultant shall prepare and submit required wetland permit application packages to the appropriate regulatory agencies. The application package may include but is not limited to attachments (i.e. project location map, aerials, affidavit of ownership, pictures, additional technical analysis, etc.), a cover letter with project description as well as completion of applicable agency forms. The Consultant shall respond to agency Requests for Additional Information and include necessary revisions to the application package.

The Consultant shall prepare and submit required species permit applications to the appropriate agencies. This includes federal and state protected species permit application packages as required. The application package may include but is not limited to

attachments (i.e. project location map, aerials, affidavit of ownership, pictures, additional technical analysis), a cover letter with project description as well as completion of applicable agency forms. The Consultant shall respond to agency Requests for Additional Information and include necessary revisions to the application package. The Consultant shall conduct gopher tortoise permitting/relocation surveys as defined by rules or regulations of appropriate permitting agencies.

The Consultant shall perform project research and shall be responsible for regulatory agency coordination. The research shall include a review of any prior environmental documentation.

Consultant will obtain a Non-major State Action (NMSA) for the project unless there is involvement with a protected species, historic structure/site, or if additional ROW will be needed. Additional services will be negotiated for work as required beyond obtaining a NNSA.

16. Public Involvement

The Consultant shall perform public outreach to affected properties on the shared use path side of SR 776 to inform them of the project and anticipated impacts adjacent to their property. At the beginning of the project, The Consultant shall identify all impacted property owners and tenants (within a minimum of 300 feet of the project corridor). The Consultant shall prepare a newsletter for distribution to property owners along the corridor and other interested parties. The letters will be sent by the Consultant. One (1) Public Involvement Meeting (in person) is anticipated for this project. The public meeting will be advertised and conducted as an informational meeting and will include display graphics. The Consultant will attend the meeting and prepare displays, maps, scripts, and other relevant data. All presentation (script and graphics), media releases, and general (mass) property owner letters will be reviewed and approved by the County prior to distribution. A project website is not included in this scope of service.

Consultant shall include the following activities as part of the part for Public Involvement:

- a. Hold up to two (2) public information meeting in a facility near to the project.
- b. Attend one (1) BOCC meeting to present and answer question about the project.
- c. Provide a newsletter/flyer to be mailed to residents within a 300-foot radius of the project.
- d. The Consultant shall prepare project hand-outs for distribution at the meeting. All presentations and media releases shall be prepared by the Consultant and reviewed and authorized by County.
- e. Notification shall be made by the Consultant to elected and appointed officials and other interested persons by letter no later than two (2) weeks prior to the meeting.
- f. News releases shall be prepared and submitted by the Consultant to the County for publication two (2) weeks prior to the meeting.
- g. The Consultant shall brief the County's staff (who will be on hand during the meeting) prior to the meeting to make sure the staff is up to date on the project and understands the study well enough to discuss it with the public and answer questions.
- h. Meeting setup and take down shall be handled by Consultant's staff members familiar with the equipment and the facilities available at the workshop site.

Note: Consultant will not be responsible for facility rental, project website, and any advertisement fees.

17. Bid Phase Services

The Consultant shall assist the County in preparing for and attend one (1) pre-bid conference. Consultant shall provide a summary of the project including design, construction and permitting issues, and be available to answer questions from the prospective bidders. Consultant shall respond to various questions that arise during bidding and assist the County in preparation of any necessary addenda. Consultant shall review the apparent low bid for consistency and responsiveness and provide input to the County as necessary to award the contract.

18. Quality Control

The Consultant shall be responsible for the quality of all deliverables (including sub-consultants). The Consultant will prepare

a project specific Quality Control Plan which outlines the quality control process which will be utilized on the project to ensure completeness and accuracy of project deliverables. The Consultant must maintain documentation to demonstrate the Quality Control plan process was followed during the production of project deliverables. The County PM may request documentation to confirm the Quality Control Plan has been followed at any time during the project.

19. Project Administration

The Consultant is responsible for maintaining project files including copies of all submittals, calculations, quality control documents, presentation materials, and supporting project documentation.

The Consultant shall prepare and maintain detailed project schedule. The project schedule shall at a minimum contain the following information:

- i. Project identification number
- ii. Project description
- iii. Activity description
- iv. Activity Duration
- v. Activity Start and Finish Dates
- vi. Activity Float
- vii. Activity Predecessor and Successor

The Consultant shall prepare for and attend monthly virtual project progress meetings with the County PM. The Consultant will be responsible for preparing a monthly progress report which includes an updated project schedule and corresponding invoice.

20. Optional Services

The County may request additional services including but not limited to Utility Work by Highway Contractor plans, Level II contamination screening, or post design services. Optional services when requested and authorized by the County shall be paid for under a fee schedule of services to be provided.

21. Project Deliverables

Project Quality Control Plan: The Consultant shall submit a draft Quality Control Plan to the County PM in pdf format within ten (10) days of the Notice to Proceed. The Consultant shall address all comments received from the County PM and submit a final Quality Control Plan, signed by the Consultant PM and in pdf format, prior to the Phase II submittal.

Project Schedule: The Consultant shall submit a detailed Project Schedule to the County PM in pdf format within ten (10) days of the Notice to Proceed. The Consultant will be required to submit an updated Project Schedule, in pdf format, concurrently with each monthly progress report.

Design Exceptions and Variations: The Consultant shall submit a draft copy of all Design Exceptions and Variations to the County PM, in pdf format, concurrently with the Phase II submittal. The Consultant shall address all comments received from the County PM and FDOT ERC before finalizing Design Exceptions and Variations. The EOR shall sign and seal the final Design Exceptions or Variations, and the Consultant will provide a pdf copy and two (2) hard copies of the final signed and sealed documents. All final Design Exceptions and Variations shall be submitted concurrently with the Phase III submittal.

Utility Conflict Matrix: The Consultant shall submit an initial utility conflict matrix, in pdf format, concurrently with the Phase II plans. The initial utility conflict matrix shall be utilized to determine where Level A (locating) and Level B (designating) utility data is needed. The Level A and B utility information shall be included within the Phase III submittal. The Consultant will update the utility conflict matrix for the Phase III submittal to reflect all potential utility impacts within the project. The Consultant will coordinate with all Utility Agency Owners within the project corridor to resolve all potential utility impacts prior to the Phase IV plan submittal. The Consultant will submit an updated utility conflict matrix with the Phase IV submittal to demonstrate resolution of utility conflicts.

Drainage Technical Memorandum: The Consultant shall submit a draft copy of the Drainage Technical Memorandum to the County PM, in pdf format, concurrently with the Phase II submittal. The Consultant shall address all comments received from the County PM and FDOT ERC before finalizing the Drainage Technical Memorandum. The EOR shall sign and seal the final Drainage Technical Memorandum, and the Consultant will provide a pdf copy and two (2) hard copies of the final signed and sealed documents. The final Drainage Technical Memorandum shall be submitted concurrently with the Phase III plans.

Geotechnical Report: The Consultant shall submit a signed and sealed Final Geotechnical Report, prepared by a Professional

Engineer, registered in the State of Florida. The Consultant to provide a pdf copy and two (2) hard copies of the final signed and sealed documents. The final Geotechnical Report shall be submitted concurrently with the Phase III plans.

Contract Time Memorandum: The Consultant shall submit a draft copy of the Contract Time Memorandum to the County PM, in pdf format, concurrently with the Phase III submittal. The Consultant shall address all comments received from the County PM before finalizing Contract Time Memorandum. The EOR shall sign and seal the final Contract Time Memorandum, and the Consultant will provide a pdf copy and two (2) hard copies of the final signed and sealed documents. The final Contract Time Memorandum shall be submitted concurrently with the Phase IV plans.

Corridor Analysis: The Consultant shall submit a corridor analysis memo. The Corridor Analysis shall consist of finalizing the corridor alignment by inspecting existing conditions and referencing previous studies & prior routes. Screen for preliminary wetland/species impacts to compare routes and show minimization of impacts (USACE and USFWS may require that minimization analysis). Conduct initial drainage analysis to determine if ponds are required and preliminary permit coordination. Develop concept alternatives for public involvement to finalize the pathway alignment. Consultant shall determine appropriate alternatives and develop concept plans/exhibits. The alternatives and results of the analysis with a recommendation shall be summarized and presented in PowerPoint format at a BCC meeting seeking their input and direction. The BCC shall approve the preferred design alternatives to serve as the basis of the subsequent design. The Corridor Analysis shall be completed prior to the start of Phase II.

Phase II Submittal: The Consultant shall submit Phase II Contract Plans to the County PM in 11"x17" pdf format. The Consultant shall address all comments received from the County PM and FDOT ERC in writing prior to the Phase III submittal. The Phase II submittal shall also include draft copies of all Design Exceptions or Variations, draft copy of the Drainage Technical Memorandum, draft copy of the Geotechnical Report, draft copy of the Lane Closure Analysis, preliminary construction cost estimate, draft Utility Conflict Matrix and proposed location of all Level A locates.

Phase III Submittal: The Phase III submittal cannot be initiated until the Consultant has satisfactorily addressed all Phase II comments and the Phase II submittal has been closed out in the FDOT ERC system. The Consultant shall submit Phase III Contract Plans to the County PM in 11"x17" pdf format. The Consultant shall address all comments received from the County PM and FDOT ERC in writing prior to the Phase IV submittal. The Phase III submittal shall also include the final copies of all Design Exceptions or Variations, final copies of the Drainage Technical Memorandum, final copies of the Geotechnical Report, updated construction cost estimate, updated Utility Conflict Matrix, and draft copy of the Contract Time Memorandum.

Phase IV Submittal: The Phase IV submittal cannot be initiated until the Consultant has satisfactorily addressed all Phase III comments and the Phase III submittal has been closed out in the FDOT ERC system. The Consultant shall submit Phase IV Contract Plans to the County PM in 11"x17" pdf format. The Consultant shall address all comments received from the County PM and FDOT ERC in writing prior to the Final Contract Plans submittal. The Phase IV submittal shall also include the final Utility Conflict Matrix, draft copies of all Utility Work Schedules, draft Specifications Package, updated construction cost estimate, and the Contract Time Memorandum.

Final Contract Plans Set Submittal: The EOR shall sign and seal the Final Contract Plans Set and the Consultant will provide a pdf copy and six (6) hard copies of the final signed and sealed plans. The Consultant will also provide CADD files of the final plan set. The Final Contract Plans Set submittal shall also include the final Specifications Package and all final Utility Work Schedules, Letters of No Involvement or Letters of No Conflict.

END OF PART II

**PART III
PROPOSAL FORMAT & EVALUATION METHOD**

RP-25 RULES FOR PROPOSALS:

A. The proposal must name all persons or entities interested in the proposals as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

B. The following is an excerpt from Charlotte County Resolution #2011-221 and applies to this proposal: **"Any questions regarding a project or submittal shall be directed to the designated person in the Purchasing Division for a response. From the time the notice of request for proposals is published until the contract is awarded, there shall not be any contact between a proposer, agent or other representative and any member of the selection committee, user department, Administration, or any member of the Board of County Commissioners regarding the project or proposal submitted by any proposer. Should any member of the selection committee initiate contact or fail to report any contact, such committee member may be subject to disciplinary action up to and including dismissal. If any proposer, agent or other representative contacts any committee member, user department, Administration or member of the Board of County Commissioners regarding a request for proposals or submitted proposal, the proposer is subject to sanctions up to and including having the County disqualify the firm's submittal."**

C. For your information, the members of the Professional Services Committee for this project are as follows:

Ray Slade, Projects Manager, Public Works Engineering
Jody Mansell, Superintendent, Public Works Lighting
Lacey Solomon, Projects Manager, Community Services

RP-26 PROPOSAL FORMAT: Firms shall prepare their proposals using the format outlined in the Consultant Evaluation Form on pages 19 AND 20.

RP-27 PROPOSAL REQUIREMENTS: In addition to the information required in the Consultant Evaluation Form, provide the following information:

A. Team Organization, Management and General Qualifications - Multiple firm or joint venture teams should clearly identify the roles and responsibilities of the proposed participants. Team and project management structure should be documented. The principal within the prime firm responsible for the project and the proposed project manager should be identified and a statement presented that those persons would not be substituted without the express permission of the County. Teams should demonstrate experience in previous similar projects.

B. Work Plan - Firms submitting should demonstrate their understanding of the project. An outline description of anticipated project tasks in sequence should be prepared. Firms should identify anticipated deliverables and a general schedule for a project of this magnitude.

C. Individual Qualifications - Firms should submit the resumes of key people. Firms should specifically identify the **lead designer** on the project and his/her qualifications. Provide a statement indicating that the **designer** will not be substituted without the express permission of the County.

D. Experience and References - Supply materials indicative of experience in other projects of similar complexity. A reference list for each firm is required, including name, project and telephone number. A reference list for the **lead designer** is required identifying name, project and telephone number.

E. Specialized Qualifications – Consultant shall have the following FDOT work group qualifications: 3.1, 4.1.2, 4.2.1, 7.1, 7.2, 8.1, 8.2, 8.3, 8.4, 9.1, 9.2, 9.3

Proposals are to be typed on the firm's letterhead, specifically referring to the project and the scope of services, containing all required information. That information is to be submitted electronically. Please visit <http://bit.ly/3TYAyKa> and follow given instructions.

RP-28 EVALUATION METHOD AND CRITERIA:

A. General - The County shall be the sole judge as to the merits of the proposal, and the resulting agreement. The County's decision will be final. **Please note that proposals will be evaluated on content, not bulk.**

The County's evaluation criteria will include, but shall not be limited to, considerations listed on **Proposal Requirements, page 17**. As mentioned in PROPOSAL FORMAT, the proposals should be prepared using the format outlined in the Consultant Evaluation Form on pages 19 AND 20.

B. Selection - The Professional Services Committee shall evaluate the proposals submitted. Telephone discussions will be held with all firms submitting and a short list of firms from proposals will be ranked in order. Final approval will be by the Board of County Commissioners who may request public presentation.

RP-29 ANTICIPATED SCHEDULE: The projected schedule of events for this proposal is as follows:

May 22, 2026	County advertises for proposals
June 16, 2026	Proposal due date
July 1, 2026	Professional Services Committee short lists firms

EVALUATION FORM

**CONSULTANT EVALUATION FORM
CHARLOTTE COUNTY, FLORIDA**

RFP# 20260180, Design – Cape Haze Pioneer Sun Trail Pathway

<i>Evaluation Criteria</i>	<i>Value</i>	<i>Assigned Value</i>	<i>Weight</i>	<i>Score</i>
I. TEAM PROPOSED FOR THIS PROJECT A. Background of the personnel Project Manager Other Key Personnel Sub-Consultants	1-5		X 10	
II. PROPOSED MANAGEMENT PLAN A. Team Organization 1. Design Phase 2. Construction Phase	1-5		X 10	
III. PREVIOUS EXPERIENCE OF TEAM PROPOSED FOR THIS PROJECT A. Describe projects this team has completed	1-5		X 10	
IV. PROJECT CONTROL A. Schedule 1. What techniques are planned to assure that schedule will be met? 2. Who will be responsible to assure that schedule will be met? B. Cost 1. What control techniques are planned? 2. Demonstrate ability to meet project cost control. 3. Who will be responsible for cost control? C. Recent, current and projected workload	1-5		X 10	
V. PRESENT PROPOSED DESIGN APPROACH FOR THIS PROJECT A. Describe proposed design philosophy. B. What problems do you anticipate and how do you propose to solve them? C. Describe probable site-specific alternatives. D. Describe innovative approaches in production and design. E. Include a conceptual level schedule to illustrate design and permitting time, sequences of major elements.	1-5		X 20	
VI. PRESENT EXAMPLES OF RECENTLY ACCOMPLISHED SIMILAR PROJECTS A. Describe the projects to demonstrate. 1. Schedule control. 2. Cost control. 3. Construction problems and means taken to solve them. 4. Any additional construction costs caused by design deficiencies, not program changes.	1-5		X 17	
VII. DESCRIBE YOUR EXPERIENCE AND CAPABILITIES IN THE FOLLOWING AREAS. A. Value Engineering. B. Utility Coordination. C. Critical Path Method. D. Corridor Analysis. E. SUN Trail Design. F. Public Involvement. G. Environmental Assessment. H. Specialized Experience. I. Bridge Design.	1-5		X 20	

PART IV - SUBMITTAL FORMS
PROPOSAL SUBMITTAL SIGNATURE FORM

1.	Project Team Name and Title	Years experience	City of office individual will work out of for this project	City individual's office is normally located	City of individual's residence
2.	Magnitude of Company Operations				
	A) Total professional services fees received within last 24 months:			\$	
	B) Number of similar projects started within last 24 months:				
	C) Largest single project to date:			\$	
3.	Magnitude of Charlotte County Projects				
	A) Number of current or scheduled County Projects				
	B) Payments received from the County over the past 24 months (based upon executed contracts with the County).			\$	
4.	Sub-Consultant(s) (if applicable)	Location	% of Work to be Provided	Services to be Provided	
5.	Disclosure of interest or involvement: List below all private sector clients with whom you have an active pending contract and who have an interest within the areas affected by this project. Also, include any properties or interests held by your firm, or officers of your firm, within the areas affected by this project.				
	Firm	Address			
	Phone #	Contact Name			
	Start Date	Ending Date			
	Project Name/Description				

NAME OF FIRM _____

(This form must be completed and returned)

6. Minority Business: The County will consider the firm's status as an MBE or a certified MBE, and also the status of any sub-contractors or sub-consultants proposed to be utilized by the firm, within the evaluation process.	Yes _____ No _____
Comments or Additional Information:	

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by the County. The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

As Addenda are considered binding as if contained in the original specifications, it is critical that the Consultant acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. _____ Dated _____	Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____	Addendum No. _____ Dated _____

Type of Organization (please check one):	INDIVIDUAL CORPORATION	() ()	PARTNERSHIP JOINT VENTURE	() ()
--	---------------------------	------------	------------------------------	------------

Firm Name	Telephone
-----------	-----------

Fictitious or d/b/a Name	Federal Employer Identification Number (FEIN)
--------------------------	---

Home Office Address

City, State, Zip	Number of Years in Business
------------------	-----------------------------

Address: Office Servicing Charlotte County, other than above
--

Name/Title of your Charlotte County Rep.	Telephone
--	-----------

Name/Title of Individual Binding Firm (Please Print)
--

Signature of Individual Binding Firm	Date
--------------------------------------	------

Email Address

(This form must be completed & returned)

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____
does: (name of business)

1. Publish a statement 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 subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 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 on 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 this section.

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

Proposer's Signature

Date

NAME OF FIRM _____
(This form must be completed and returned)

**HUMAN TRAFFICKING AFFIDAVIT
for Nongovernmental Entities Pursuant To FS. §787.06**

Charlotte County Contract #20260180

The undersigned on behalf of the entity listed below, (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I am an officer or representative of the Nongovernmental Entity and authorized to provide this affidavit on the Company's behalf.
3. Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Signature

Printed Name

Title

Nongovernmental Entity

Date

NAME OF FIRM _____

(This form must be completed and returned)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AFFIDAVIT REGARDING LABOR AND SERVICES

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name:
Address:
Phone Number:
Authorized Representative's Name:
Authorized Representative's Title:
Email Address:

AFFIDAVIT

I, _____ (insert nongovernmental entity's authorized representative name), as authorized representative attest that _____ (insert nongovernmental entity's name) does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of authorized representative)

Date

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of ____ physical presence or ____ online notarization, this day of _____, _____(year), by

(Notary Public, not required when digital)

Commission Expires

Personally known ____ or produced Identification ____

Type of Identification produced _____

END OF PART IV

NAME OF FIRM _____
(This form must be completed and returned)