

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS



REQUEST FOR PROPOSALS
RFP #11-448

Engineering Services for Miscellaneous Transportation
Itemized Projects >\$2 Million

RFP Submittal Deadline:
2:00 pm, Wednesday, May 25, 2011

Any response received after the above submittal
deadline will not be considered.

Alachua County Purchasing Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983
(352) 374-5202 (PHONE)
(352) 491-4569 (FAX)

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ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS #11-448

FOR THE PROVISION OF **Engineering Services for Miscellaneous Transportation Itemized Projects >\$2 Million**

1.0 **GENERAL PROVISIONS**

1.1 **Purpose**

Alachua County Board of County Commissioners is seeking proposals from licensed professionals (hereinafter, referred to as Consultants) for the provision of **Engineering Services for Miscellaneous Transportation Itemized Projects >\$2 Million for Public Works**. The contract shall be effective for the period beginning with the date of executed contract and continuing through completion of work.

The following apply to this request for proposal: General Provisions (Section 1.0), Background Information (Section 2.0), Scope of Services (Section 3.0), County Selection Procedures (Section 4.0), Proposal Requirements and Organization (5.0) Selection and Evaluation Criteria (Section 6.0), Professional Responsibility (Section 7.0), General Terms and Conditions (Section 8.0), Exhibits: Certified Small Business Enterprise Points Request Form, Volume of Previous Work Summary Form, Statement of No Proposal, Drug Free Workplace Form, Signature and Acknowledgement of Addendum Form, Proposed Subconsultants Form, and Good Faith Effort Requirements.

1.2 **Proposal Submission**

Proposals must be submitted with all required submissions included. Failure to comply may preclude consideration of the proposal.

Each Consultant is responsible for full and complete compliance with all laws, rules and regulations which may be applicable.

All printed and photocopied documents related to the submission of this RFP and fulfillment of any resulting contract shall be double-sided and printed on recycled paper with a **minimum of 30% post-consumer content**.

Consultants desiring to provide services as described herein shall submit proposals as follows:

- an original submittal;
- an *electronic copy (pdf format); and*
- (6) six submittal copies*

NOTE: If you believe that any portion of your response is exempt from disclosure as a public record, that exempt material must be submitted in a separate envelope with the required (6) six copies and a separate electronic file. This envelope must be clearly identified as "PUBLIC RECORDS EXEMPT," per **Section 1.10 Proprietary Information**.

All proposals must be submitted in a sealed envelope with a label on the outside, "**11-448; Engineering Services for Miscellaneous Transportation Itemized Projects >\$2 Million**," and deliver not later than **2:00 pm, Wednesday May 25, 2011**, to the attention of:

HAND DELIVER OR MAILED TO:
Alachua County Purchasing Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983

LATE PROPOSALS WILL NOT BE CONSIDERED.

Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal, whether or not the proposal is accepted.

All work papers/products developed as part of the contract performance become property of the County upon termination or completion of the provision of services. The cost for development of the written

proposal and the oral presentation are entirely the obligation of the Consultant and shall not be chargeable in any manner to Alachua County.

No Proposal Submitted - If you are not submitting a proposal, please respond by returning only the Statement of No Proposal Form **EXHIBIT E** and explain the reason in the space provided. Failure to submit the Statement of No Proposal may result in your name being deleted from the list of qualified Consultants for Alachua County.

1.3 **Acceptance/Rejection of Proposals**

Alachua County reserves the right to reject any proposal which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate proposals, incomplete or unbalanced proposals or irregularities of any kind.

Submittal requirements of this Request for Proposals are for evaluation and selection purposes only. The County may allow alterations, modifications, or revisions to individual elements of the successful proposal at any time during the period of the contract which results from this Request for Proposals.

Alachua County reserves the right to accept or reject any or all proposals in whole or in part, with or without cause, to waive technicalities, or to accept proposals or portions thereof which, in the County's judgment, best serve the interests of the County, or to award a contract to the next most qualified Consultant if a selected Consultant does not execute a contract within thirty (30) days after the award of the proposal.

The thirty day (30) time period may be extended an additional twenty (20) days where the selected Consultant is unavailable during the initial thirty-day period.

1.4 **Consideration of Proposals**

Proposals will be considered from Consultants normally engaged in providing and performing services as specified herein. The Consultant must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions before recommending any award.

1.5 **Proposal Withdrawal**

Any Consultant may withdraw his proposal by telegraphic, fax or written request at any time prior to the scheduled closing time for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the County the services as set forth in Section 3.0, Scope of Services, or until one or more of the proposals has been awarded.

1.6 **Non-Warranty of Request for Proposals**

Due care and diligence has been used in preparing this Request for Proposal. The County shall not be responsible for any error or omission in this Request for Proposal, nor for the failure on the part of the Consultants to ensure that they have all information necessary to effect their proposals.

1.7 **Request for Clarification**

The County reserves the right to request clarification of information submitted and to request additional information of one or more Consultants, either orally or in writing.

1.8 **Inquiries/Questions**

After thoroughly reading this Request for Proposals and Exhibits, Consultants may direct questions, in writing only, to:

Darryl R. Kight, CPM, CPPB
Alachua County Purchasing Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983
(352)374-5202 (Phone)
(352)491-4569 (Fax)
Email: dkight@alachuacounty.us

1.8.1 Any Consultant in doubt as to the true meaning of any part of the Request for Proposal or related documents may submit a written request to Darryl R. Kight, CPM, CPPB, at the address indicated above, at least ten (10) days prior to closing date set for receipt of proposals to be considered for a response. Any interpretation to a Consultant will be made only by addendum duly issued, and a copy of such addendum will be posted to **Demandstar.com**. **Oral answers will not be authoritative.**

1.9 **Contact with Members of the Professional Services Evaluation Committee**

To ensure fair consideration for all Consultants, the County prohibits communication to or with any department, employee, elected official, or anyone evaluating or considering the proposals during the submission process, except as provided in Section 1.9.1. Additionally, the County prohibits communications initiated by a Consultant to any department, employee, elected official, or anyone evaluating or considering the proposals prior to the time an award decision has been made.

1.9.1 Any communication between Consultant and the County will be initiated by the County's Purchasing Division in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Communications initiated by a Consultant to anyone other than the appropriate Purchasing Representative may be grounds for disqualifying the offending Consultant from consideration of award of the proposal being evaluated and/or any future proposal.

1.9.2 It will be the responsibility of the Consultant to contact the County's Purchasing Division prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and to return executed addenda with the proposal.

1.10 **Proprietary Information**

Responses to this Request for Proposals upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that designated as exempt from Chapter 119 must be submitted in a separate envelope, clearly identified as "PUBLIC RECORDS EXEMPT" with your name and the proposal number marked on the outside. Furthermore, you must complete **EXHIBIT I, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

1.10.1 Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the County from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging your designation..

1.11 **Examination of Request for Proposals**

Before submitting a proposal, it shall be the Consultant's responsibility to examine thoroughly the Request for Proposals or other related documents (where applicable) to be informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. Failure to do so will not relieve the selected Consultant of complete performance under the contract.

1.12 **Small Business Enterprise Program Participation**

1.12.1 Alachua County has adopted a 15% participation goal, and policies which encourage participation of Small Business Enterprises (SBE) in the provision of materials, supplies (**i.e. office, auto, janitor, lawn, etc.**) equipment, services and construction.

1.12.2 The County will award a preference in evaluation points to SBE or contractors that meet the SBE participation goal in its RFP response.

1.12.3 SBE preference does not apply to contracts that are reserved in accordance with Section 22.34, Alachua County Code 06-28, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined.

1.12.4 **Proposed Subcontractors Requirements**

1.12.4.1 Contractors submitting bids under this solicitation are to identify, on the Proposed Subcontractors Form, the intended SBE subcontractors and the **estimated percentage of total dollar amount(s) as well as the total dollar amount(s)** of the contract to be awarded to SBE firms, **EXHIBIT A**.

1.12.4.2 If SBE subcontractors are **not available** for the bid/RFP you **must complete** a Good Faith Effort Form, **EXHIBIT B**.

1.12.4.3 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements.

1.12.5 Good Faith Effort Requirements

1.12.5.1 In accordance with Section 22.36, Alachua County Code 06-28, every competitive bid or proposal, if not submitted by a certified Small Business Enterprise (SBE), must demonstrate good faith efforts to utilize SBE as subcontractors **to be considered responsive**. The Equal Opportunity Division maintains a directory of certified Small Business Enterprises (SBEs). The Alachua County Small Business Enterprise Directory is available at: <http://smallbusdir.alachuacounty.us/>

1.12.5.2 The Equal Opportunity Division shall determine what constitutes a “good faith effort” for purposes of contractor compliance with contractual requirements relating to the use of services or commodities of a certified Small Business Enterprise, under Section 22.36, Alachua County Code 06-28. The following factors shall be considered in making such determination:

1.12.5.2.1 Whether the Contractor contacted SBEs listed in the Alachua County Small Business Enterprise Directory concerning contracting opportunities and provided them with adequate information about the plans, specifications and requirements of the contract.

1.12.5.2.2 Whether the Contractor negotiated in good faith with interested SBEs, not rejecting them as unqualified without sound reasons based on a thorough review of their capabilities.

1.12.5.2.3 Whether the Contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the 15% participation goal, including breaking the contract down into economically-feasible units.

1.12.5.2.4 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, **EXHIBIT B**.

1.12.6 RFPs Certified Small Business Enterprise Points Request Requirements

1.12.6.1 The Technical Qualifications Evaluation phase of the Professional Services Evaluation Process assesses whether a Consultant is a certified Small Business Enterprise (SBE) and provides for the allocation of points when the Consultant includes in its submittal a request for points allowed for Alachua County’s Certified SBEs’ participation in accordance with the options listed in **EXHIBIT F** and provides the necessary documentation to substantiate such request.

1.12.6.2 Vendors shall complete the Certified Small Business Enterprise Points Request Form for RFPs, **EXHIBIT F**.

1.13 Local Firms Location Points

1.13.1 This factor provides points to local firms who have an established local presence and staff that will be directly involved in the project.

1.13.1.1 Firm is considered to be local based upon meeting the following criteria:

1.13.1.1.1 Has a staffed and equipped office that has been in the business in Alachua County for at least twelve (12) months prior to the advertisement of a Request for Proposal, Request for Qualifications, etc. by the Purchasing Division; and

1.13.1.1.2 Holds all business licenses required by the State, County or a City within the County; and

1.13.1.1.3 Employs at least one (1) full time employee (FTE), or part-time employees’ equivalent to one FTE, whose primary residence(s) is in Alachua County.

1.13.1.1.4 Vendors must certify their local base firm status on the Signature and Acknowledgement of Addendum Form, **EXHIBIT H**.

1.14 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction of 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 Consultant, supplier, subconsultant, 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.

1.15 **Drug Free Workplace**

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug free workplace by executing the attached Drug Free Workplace Form **EXHIBIT C** and, second, to certified small business enterprise bidders.

1.16 **Workplace Violence**

Employees of bidders (or responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person.

2.0 **BACKGROUND INFORMATION**

2.1 **Location**

Alachua County is located in North Central Florida. The County government seat is situated in Gainesville. Gainesville is located 70 miles southwest of Jacksonville, 129 miles southeast of Tallahassee, 140 miles northeast of Tampa - St. Petersburg and 109 miles northwest of Orlando. Alachua County has a population of over 240,000. The County itself consists of a total area of 969 square miles.

2.2 **Form of Government**

Alachua County is governed by a Board of five (5) elected County Commissioners and operates under the established County Manager Charter form of government. In addition to the five County Commissioners, there are five elected Constitutional Officers: the Supervisor of Elections, the Sheriff, and the Clerk of the Court, the Tax Collector, and the Property Appraiser. There is also a County Attorney reporting to the Board.

3.0 **SCOPE OF SERVICES**

The services requested, herein, are for **Engineering Services for Miscellaneous Transportation Itemized Projects >\$2 Million**. The contract shall be effective for the period beginning with the date of executed contract and continuing through completion of work.

Pursuant to Florida Statutes 287.055, Alachua County Government announces that it is requesting responses from qualified firms to provide **transportation-engineering services** in connection with various projects to be undertaken as assigned by the Public Works Department.

3.1 **General Requirements:**

3.1.1 Respondents wishing to be considered should be able to demonstrate experience in the competent production of engineered roadway plans, related design studies, creative utilization of roadsides, and the accommodation of utilities and utility crossings (where appropriate), that conform to acceptable design standards. The intent is to ensure that a proper level of professional involvement is available for the responsible, expeditious, and accurate completion of road improvement projects and civil engineering studies with minimal participation by County personnel.

3.1.2 The work may include new roadway design and/or studies for roadway projects, preparation of engineering documents, and design procedures, repair, resurfacing, and rehabilitation projects, construction engineering inspection services (CEI), as well as associated activities. Such activities may include new roadway design for arterial and collector roads, signalization, intersection improvements, the design of open and closed drainage systems, utility design, utility relocation plans, maintenance of traffic plans, railroad crossings, FDOT permits, stormwater permits, environmental permits, traffic engineering applications, minor traffic operations improvements, and other appurtenances.

3.1.3 The County will issue a Work Order/Task Assignment for each project based on the provisions of the contract entered into with selected respondent(s)

- 3.1.4 List of projects below: The County makes no representation that any selected vendor will be assigned any of the listed projects. There County reserves the right not to proceed with any of the projects listed if, in its sole discretion, such would be in the best interests of the County.

Miscellaneous Transportation Engineering Services for Itemized Projects	
Pavement Management/Resurfacing	Project Limits
CR 337	SR 26 to County Line
CR 236	US 441 to I-75
NW 16th Ave/NW 23rd Ave	NW 55th St to NW 13th Street
SW 63rd Blvd/62nd Ave.	Archer Road to Williston Road
CR 235	Newberry Road to CR 241
NW 43rd Street	NW 8th Ave to NW 53rd Ave.
CR 231	SR 121 to SR 235
Bicycle/Pedestrian Projects	Project Limits
SE 15th Street	South of Boulware Springs Water Works to SE 14th Ave
SW20th/24th Ave	Tower Road (SW 75th Street) to I-75
SW 8th Ave	SW 122nd Street to 91st Street
NW 98th Street	NW 23rd Ave to NW 39th Ave
Sweetwater Preserve Connector	Waldo Road (SR 121) to Hawthorne Trail
NW 143rd Street (CR 241)	Newberry Road (SR 26) to NW 39th Ave
NW CR 235A	US 441 to NW 177th Ave
Archer Braid	City of Archer to Forest Park
NW 63rd Terrace	NW 18th Ave to NW 19th Place
SW 75th Street	SW 73rd Way to 6200 Block, South of Archer Road
SW 63rd Ave/63rd Blvd	Archer Road to Williston Road
SE 43rd Street	University Ave (SR 26) to Hawthorne Road (SR 20)
Tower Road	Archer Road to SW 8th Ave
SW 122nd Street	SW 24th Street to Newberry Road (SR 26)
SW 91st Street	SW 46th Blvd to SW 8th Ave
NE 27th Ave	SR 222 to SR 26
NW 39th Ave	NW 143rd Street to Interstate 75
SW 41st Place	Tower Road to Greenleaf
Impact Fee Projects	Project Limits
SW 61st/SW 24th Ave Intersection Modifications	N/A
SW 91st Street/SW 8th Ave Intersection Modifications	N/A
NW 23rd Ave/Ft Clark Blvd Intersection Modifications	N/A
Capacity Enhancements Projects	Project Limits
SW 8th Ave to SW 20th connection	Connect to SW 61st Street
SW 62nd Blvd Interim Projects	NW 4 Place/Oaks Mall Entrance
SW 20th Ave-4 laning bridge over I-75	SW 61st Street to SW 62nd Blvd.
SW 8th Ave Extension	SW 143rd Street to SW 122nd Street

4.0 **COUNTY SELECTION PROCEDURES**

The Consultant selected to provide the services described herein will be selected from the qualified Consultants submitting responses to this request for proposal. The selection process will be as follows:

4.1 **Written Submittals**

All the written submittals will be reviewed by the staff of the department requesting the services. Taking into account the Professional Qualifications and the overall written proposal, the department will then select no more than six (6) Consultants. The proposals of these Consultants will then be presented to the staff evaluation team for a thorough review and evaluation per the criteria stated in Section 6.0 of the Request for Proposal.

4.2 **The Staff Evaluation Team**

Generally made up of 3 to 5 members, is selected by the Department Head, and includes at least one member from the user department with other members selected as deemed appropriate. This staff evaluation team serves in an advisory capacity to the Department Head, who is responsible for the final ranking and recommendation to the Board of County Commissioners.

4.3 The Staff Evaluation Team will then review the Professional Qualifications and Written Proposal. In doing so, the team will evaluate proposals in accordance with the evaluation criteria identified in Section 6.0.

4.4 **Presentation**

Upon review and evaluation, the Department Head, along with the Staff Evaluation Team, may select no fewer than three (3) of these Consultants for presentations. The Consultants shall then further detail their qualifications, approach to the project and ability to furnish the required services during oral presentations. These presentations shall be made at no cost to Alachua County. (Staff Evaluation Team has the option of waiving this phase of the process upon approval by the Purchasing Division).

4.5 **Selection and Ranking**

Department Head, along with the Staff Evaluation Team, shall then select and rank the Consultants, in order of preference, who are deemed to be the most highly qualified to perform the required services.

4.6 **Negotiation of Contract**

The County will negotiate a contract with the top ranked Consultant for the provision of these services. Should the County be unable to negotiate a satisfactory contract, negotiations will be terminated and negotiations will be initiated with the second most qualified Consultant. Should the County be unable to negotiate a satisfactory contract with the second most qualified Consultant, negotiations will be terminated and negotiations will be initiated with the third most qualified Consultant. Should the County be unable to negotiate a satisfactory contract with any of the selected Consultants, then the County may select additional Consultants from those whose Statement of Qualifications are on file in order of their competence and qualifications and continue negotiations until a satisfactory contract is reached.

5.0 **PROPOSAL REQUIREMENTS AND ORGANIZATION:**

Proposals must be submitted setting forth the information called for below in the format required. Each proposal should contain the following:

5.1 **Letter of Interest**

Consultants should include a letter indicating the Consultant's interest in and knowledge of the project and willingness to provide the services.

5.2 **Project Understanding and Approach**

This section should include a narrative necessary to show that the Consultant has an understanding of the scope and objectives to be performed in this project. The Consultant should describe the approach to the provision of services as required herein and the specific work plan to be employed to implement it. Indicate how this project will fit into the total workload of the Consultant during the project period.

5.3 **Consultant's Qualifications and Staff**

Identify the manager and key staff who would be directly assigned to this project. Provide resumes to include years of experience within the area of specialty, length of service with the Consultant and knowledge of local government.

5.3.1 Summary of the Consultant's current workload and ability to satisfy the County requirements.

- 5.3.2 A brief statement shall be included, on the Consultant's background, organization and size.
- 5.3.3 The one person designated to act as primary liaison between the Consultant and the County. In addition, an alternate must be designated to act in the temporary absence of the primary liaison.
- 5.3.4 If any services are to be subcontracted, then those Consultants must be identified. Qualifications of any sub-consultant(s) and resumes of the individual(s) assigned to the projects are to be furnished as part of the submittal.
- 5.3.5 Consultants shall demonstrate experience in the scope of services required herein. Describe in detail any prior experience.

5.4 **Ability of Consultant's Professional Personnel**

5.5 **Ability to Meet Time and Budget Requirements**

5.6 **Effect of Project Team Location on Project Responses**

5.7 **Appendix**

The Appendix should include the following information:

- 5.7.1 List of verifiable references, for whom the Consultant has performed these type services. List any installations performed for governmental entities. The following should be provided for each reference listed:
 - 5.7.1.1 Name, title, address and phone number of the individual within the organization for whom the work was performed who can be contacted in regards to the project.
 - 5.7.1.2 The name(s) of the Manager or key staff person(s) who worked on the project.
- 5.7.2 A copy of the selected Consultant's current Florida Professional Registration Certificate, if applicable.
- 5.7.3 A statement of the Consultant's equal opportunity policies and practices.
- 5.7.4 Completed Subconsultants Form, if applicable **EXHIBIT A.**
- 5.7.5 Completed Drug Free Workplace Form, if applicable **EXHIBIT C.**
- 5.7.6 Certified Small Business Enterprise Points Request Form **EXHIBIT F.**
- 5.7.7 Completed Volume of Previous Work Summary Form **EXHIBIT G.**
- 5.7.8 Signature and Acknowledgement of Addendum Form **EXHIBIT H.**
- 5.7.9 Copy of current Alachua County Small Business Certification, where applicable.

6.0 **SELECTION AND EVALUATION CRITERIA**

Proposals will be evaluated in accordance with the procedures described in the County's Professional Services Evaluation Handbook. A Team comprised of County staff will evaluate the proposals in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation, Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The County shall consider the ability of the firm's professional personnel; willingness to meet time and budget requirements; workload; location; past performance; whether a Consultant is a certified Small Business Enterprise; volume of previous work with the County; and location. The Evaluation process provides a structured means for consideration of all these areas.

6.1 **Technical Qualifications Evaluation**

The Technical Qualifications Evaluation will assess each responding Consultant's ability based on experience and qualifications of key staff members, the Consultant's capability of meeting time and budget requirements, whether a Consultant is a certified Small Business Enterprise, volume of work previously awarded the Consultant by the County and the Consultant's record with regard to this type of work, particularly in the County or in Florida. This stage does not involve review and evaluation of a proposal

addressing the project scope of work. Consideration will be given to the Consultant's current work load, financial stability, and the location where the majority of the technical work will be produced. The Staff Evaluation Team will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

6.2 **Written Proposal Evaluation**

The Written Proposal Evaluation will assess the Consultant's understanding of the proposed approach to be undertaken as addressed in a written proposal. The Staff Evaluation Team will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project team and the proposed project schedule. It should relate the capabilities of the project team to the requirements of the scope of services.

6.3 **Presentation/Interview Evaluation**

The Proposal Presentation/Interview Evaluation is based on an oral presentation to the Staff Evaluation Team that addresses both the technical qualifications of the Consultant and the approach to the project. Importance is given to the Consultant's understanding of the project, the placement of emphasis on various work tasks, and response to questions. The Staff Evaluation Team will assess the project manager's capability and understanding of the project and her/his ability to communicate ideas. The role of key members of the project team should be established based on the scope of services and the Consultant's approach to the project. The role of any subcontracted Consultant in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project, particularly "why it is to be done" as well as "what is to be done." The Staff Evaluation Team will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

6.4 **Other factors**

The Other Factors to be considered, but not limited to, are those items, such as Small Business Enterprise status, past performance, and previous amount of work for Alachua County. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the County's Purchasing Code.

7.0 **PROFESSIONAL RESPONSIBILITY**

All services shall be provided with the skill and care which would be exercised by comparable qualified professionals performing similar services at the time and place such services are performed.

Individual or Consultant shall accept full responsibility for the work as described herein.

The selected proposer/Consultant shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. **EXHIBIT D**

If the initial insurance expires prior to the completion of the work, a renewal certificate shall be furnished Thirty (30) days prior to the date of expiration.

8.0 **GENERAL TERMS AND CONDITIONS**

The following are the general terms and conditions, supplemental to those stated elsewhere in the Request for Proposal, to which the selected Consultant must comply in order to be consistent with the requirements for this Request for Proposal. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

8.1 **Assignment of Personnel**

All personnel assigned to the project will be subject to the approval of the County and no changes shall be allowed unless prior written approval is obtained.

8.2 **Basis for Contract Negotiation**

The proposal will serve as the basis for negotiating the contract.

8.3 **Term of the Contract**

The contract shall be effective for the period beginning with the date of executed contract and continuing through completion of work.

8.4 **Reuse of Existing Plans** - Not applicable.

8.5 **Governing Law**

This agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

8.6 **Permits, Laws & Regulations**

The selected Consultant shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

The selected Consultant shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The selected Consultant is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the selected Consultant will in no way relieve it of responsibility.

The selected Consultant must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

8.7 **Award of Contract(s)**

The County reserves the right to award contracts to more than one (1) Consultant as determined to be in the best interest of the County.

8.8 **Assignment of Interest**

Any individual or Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

8.9 **Indemnification**

To the maximum extent permitted by Florida law, the [Contractor/Construction Manager/Architect] shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Architect or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Architect or anyone employed or utilized by the [Contractor/Construction Manager/Architect] in the performance of this Agreement.

The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the [Contractor/Construction Manager/Architect], the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the [Contractor/Construction Manager/Architect]. The [Contractor/Construction Manager/Architect] obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of [Contractor/Construction Manager/Architect] insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the [Contractor/Construction Manager/Architect].

In any and all claims against the County or any of its agents or employees by any employee of the [Contractor/Construction Manager/Architect], any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the [Contractor/Construction Manager/Architect] or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

- 8.10 **Amendments**
This agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.
- 8.11 **Default and Termination**
The failure of either party to comply with any provision of the contract shall place that party in default. Prior to terminating the contract, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.
- The defaulting party shall be given seven (7) days in which to cure the default. The Department Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the selected Consultant.
- The County may terminate the contract without cause by first providing at least 30 days written notice to the selected Consultant prior to the termination date. The County's Department Director is authorized to provide written notice of termination on behalf of the County. Upon such notice, Architect will halt work and wind down operations. In the event of such termination for convenience, Architect's recovery against County shall be limited to that portion of the Contract amount earned through the date of termination, reasonable termination expenses incurred, but Architect shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.
- In the event funds to finance the contract become unavailable, the County may terminate the contract with no less than twenty-four hours notice in writing to the selected Consultant. The County shall be the final authority as to the availability of funds.
- 8.12 **Successors and Assigns**
The County and selected Consultant each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the selected Consultant of its interest in the contract without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or the selected Consultant, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the selected Consultant.
- 8.13 **Non Waiver**
The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non compliance.
- 8.14 **Independent Consultant**
In the performance of this agreement, the Consultant will be acting in the capacity of an independent Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Consultant shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Consultant in the full performance of the agreement.
- 8.15 **Collusion**
- 8.15.1 The bidder, by affixing his signature to the Signature and Acknowledgement of Addendum Form **EXHIBIT H**, declares that the bid is made without any previous understanding, agreement, or connections with any persons, Consultants or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.
- 8.15.2 The bidder, by affixing his signature to the Signature and Acknowledgement of Addendum Form **EXHIBIT H**, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of the contract.
- 8.16 **Federal Requirements**
The following terms apply to this Agreement which involves the expenditure federal funds:
- 8.16.1 It is understood and agreed that all rights of the Florida Department of Transportation and the Local 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.
- 8.16.2 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.
- 8.16.3 Compliance with Regulations: The Consultant shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 8.16.4 Nondiscrimination: The Consultant, with regard to the work performed during the contract, will not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subconsultants, 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.
- 8.16.5 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.
- 8.16.6 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 Local Agency, Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the 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 certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- 8.16.7 Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency, Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
- 8.16.7.1 withholding of payments to the Consultant under the contract until the Consultant complies and/or
- 8.16.7.2 cancellation, termination or suspension of the contract, in whole or in part.
- 8.16.8 Incorporation of Provisions: The Consultant will include the provisions of Paragraphs C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Local Agency and the Florida Department of Transportation to enter into such litigation to protect the interests of the Local Agency and the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- 8.16.9 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.
- 8.16.10 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.

- 8.16.11 Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

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

- 8.16.12 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.

- 8.16.13 It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. 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.

- 8.16.14 The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

8.16.14.1 employ or retain, or agree to employ or retain, any firm or person, or

8.16.14.2 pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department 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.

- 8.16.15 The Consultant hereby certifies that it has not:

8.16.15.1 employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above Consultant) to solicit or secure this contract;

8.16.15.2 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

8.16.15.3 paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above Consultant) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

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

PROPOSED SUBCONTRACTORS FORM

BID NUMBER: 11-448; Engineering Services for Miscellaneous Transportation Itemized Projects >\$2 Million

 (Name of Company) (Address) (Phone Number)

The undersigned representative of the Bidder states that the Bidder has contacted Alachua County’s certified Small Business Enterprises (SBEs) listed below. The SBEs have agreed to perform the work for **the total dollar value and percentage of the bid/contract** set forth below. The undersigned representative of the Bidder further states that the following information regarding SBE Subcontractors is true and correct to the best of his or her knowledge and belief.

 Signature Title Date

(NAME OF CONTRACTOR) (SBE? YES/NO)	(NAME CONTRACTOR) (SBE? YES/NO)
(ADDRESS)	(ADDRESS)
(SCOPE OF WORK TO BE PERFORMED)	(SCOPE OF WORK TO BE PERFORMED)
(TOTAL \$ VALUE) (% OF TOTAL CONTRACT) \$ _____ %	(TOTAL \$ VALUE) (% OF TOTAL CONTRACT) \$ _____ %
(NAME OF CONTRACTOR) (SBE? YES/NO)	(NAME OF CONTRACTOR) (SBE? YES/NO)
(ADDRESS)	(ADDRESS)
(SCOPE OF WORK TO BE PERFORMED)	(SCOPE OF WORK TO BE PERFORMED)
(TOTAL \$ VALUE) (% OF TOTAL CONTRACT) \$ _____ %	(TOTAL \$ VALUE) (% OF TOTAL CONTRACT) \$ _____ %
(NAME OF CONTRACTOR) (SBE? YES/NO)	(NAME OF CONTRACTOR) (SBE? YES/NO)
(ADDRESS)	(ADDRESS)
(SCOPE OF WORK TO BE PERFORMED)	(SCOPE OF WORK TO BE PERFORMED)
(TOTAL \$ VALUE) (% OF TOTAL CONTRACT) \$ _____ %	(TOTAL \$ VALUE) (% OF TOTAL CONTRACT) \$ _____ %

If SBE subcontractors are **not available** for the bid/RFP, a Good Faith Effort Form, EXHIBIT B, **must be completed**.

GOOD FAITH EFFORT FORM

This form must be completed if you do not have SBEs participation for this Bid/RFP.

BID NUMBER: 11-448; Engineering Services for Miscellaneous Transportation Itemized Projects >\$2 Million

Vendor/Company Name: _____ Phone: _____

In accordance with Section 22.36 of the Alachua County Purchasing Code and section 1.12 of this document, the undersigned vendor hereby certifies that **(VENDOR MUST CHECK ONE OF THE FOLLOWING)**:

- The County ' s SBE directory did not have any vendors available for the above Bid/RFP services.
- I, representing the above company, have solicited and received responses from the following certified SBE companies listed below.
- I certify that our Company as the prime vendor will perform all work and no subcontractors will be utilized for this Bid/RFP.

Signature Title Date

1	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: Phone:	/ /
SBE Response:		

2	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: Phone:	/ /
SBE Response:		

3	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: Phone:	/ /
SBE Response:		

4	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: Phone:	/ /
SBE Response:		

5	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: Phone:	/ /
SBE Response:		

DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with Florida Statute 287.087 and Section 22.09 of the Alachua County Purchasing Code hereby certifies that

Name of Business

does:

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 1893 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.

Bidder's Signature

Date

TYPE "A" INSURANCE REQUIREMENTS
Including Professional and Errors and Omissions Liability

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages 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.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

PROFESSIONAL LIABILITY and ERRORS AND OMISSIONS LIABILITY

Professional (E&O) Liability must be afforded for Bodily Injury and Property Damage for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. Commercial General Liability and Automobile Liability Coverages

1. **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as Insureds as respects:** Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

2. **The Contractor’s insurance coverage shall be primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employee’s or volunteers shall be excess of Contractor’s insurance and shall be non-contributory.

B. Workers’ Compensation and Employers’ Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Contractor for the County.

C. All Coverages

Contractors shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER: _____
and Mailing Address

Alachua County Board of County Commissioners
c/o Ebix, Inc.
3906 Payshere Circle
Chicago, IL 60674

STATEMENT OF NO PROPOSAL

We the undersigned have declined to provide a submittal on your RFP No. **11-448** for **Engineering Services for Miscellaneous Transportation Itemized Projects >\$2 Million** Parks for the **Public Works** for the following reasons:

- We do not offer this service
- Our schedule would not permit us to perform
- Unable to meet specifications
- Other (specify below)

We understand that if this Statement of No Proposal is not executed and returned, our name may be deleted from the list of qualified offerors for Alachua County.

Company Name: _____

Signature: _____

Telephone: _____

Date: _____

Alachua County Purchasing Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983
(352)374-5202
(352)491-4569 (Fax)

CERTIFIED SMALL BUSINESS ENTERPRISE POINTS REQUEST FORM FOR RFP's

The Technical Qualifications Evaluation phase of the Professional Services Evaluation Process assesses whether a Consultant is a certified Small Business Enterprise (SBEs) and provides for the allotting of points where the Consultant includes in their submittal a request for points allowed for Alachua County's Certified SBEs' participation in accordance with the options listed below and the necessary documentation to substantiate such is provided.

CERTIFIED SMALL BUSINESS ENTERPRISE (SBEs)- REQUEST FOR POINTS 15 POINT MAXIMUM																								
Points for Certified Small Participation is to be awarded using one of the options below:	Points Allowed	Points Requested	Points Assigned																					
Fifteen (15) points are awarded to the Consultant if the Consultant is a certified small business (per Alachua County's current SBE registry at the time set for receipt of submittals) and at least 51% of the job will be performed by the Consultant.	15 pts																							
<p>Eight (8) to thirteen (13) points are awarded if the Consultant commits to a significantly higher certified Small participation than the goal, based on the breakdown indicated below:</p> <p>Percentage of Certified Small Participation:</p> <table border="0" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: left;">at least</th> <th style="text-align: left;">but less than</th> <th style="text-align: left;">Points to be Awarded</th> </tr> </thead> <tbody> <tr> <td>25%</td> <td>30%</td> <td>8 Points</td> </tr> <tr> <td>30%</td> <td>35%</td> <td>9 Points</td> </tr> <tr> <td>35%</td> <td>40%</td> <td>10 Points</td> </tr> <tr> <td>40%</td> <td>45%</td> <td>11 Points</td> </tr> <tr> <td>45%</td> <td>50%</td> <td>12 Points</td> </tr> <tr> <td>50%</td> <td>51%</td> <td>13 Points</td> </tr> </tbody> </table>	at least	but less than	Points to be Awarded	25%	30%	8 Points	30%	35%	9 Points	35%	40%	10 Points	40%	45%	11 Points	45%	50%	12 Points	50%	51%	13 Points	8 pts - 13 pts		
at least	but less than	Points to be Awarded																						
25%	30%	8 Points																						
30%	35%	9 Points																						
35%	40%	10 Points																						
40%	45%	11 Points																						
45%	50%	12 Points																						
50%	51%	13 Points																						
Five (5) points are awarded to a Consultant who has committed to meet the percentage participation goal of 15% as established by the Board of County Commissioners and the Consultant has listed the certified small business(es) and clearly stated the work and percentages of the job that those business(es) will perform.	5 pts																							

VOLUME OF PREVIOUS WORK SUMMARY

TO BE FILLED OUT ONLY BY CONSULTANTS HAVING HAD WORK WITH ALACHUA COUNTY DURING THE PERIODS INDICATED IN THE SUMMARY ABOVE

For the APPLICANT: List all currently active, adjusted* fees and contract numbers for contracts awarded by Alachua County for ALL offices and, indicate total adjusted fees executed for the periods noted below. ADJUSTED FEES OF APPLICANT UNDER CONTRACT(S) WITH ALACHUA COUNTY ARE TO BE LISTED ACCORDING TO DATE OF AGREEMENTS FOR THE PERIODS NOTED. If proposer has not been awarded any work by Alachua County, proposer should indicate such by placing "not applicable" or "N/A" under the total adjusted fee column.

PERIOD	TOTAL ADJUSTED FEE	FACTOR	PORTION OF FEE CONSIDERED
Current and last year (Oct 1 – Sept 30)	\$	X 1.0	\$
Second year past (Oct 1 – Sept 30)	\$	X 0.8	\$
Third year past (Oct 1 - Sept 30)	\$	X 0.6	\$
TOTAL ADJUSTED FEE CONSIDERED			\$

VOLUME OF WORK REPORT – DETAIL

DATES OF AGREEMENT	PROJECT TITLE	ADJUSTED FEE
		\$
		\$
		\$
		\$
		\$

VOLUME OF PREVIOUS WORK - POINTS EARNED

POINTS	ADJUSTED FEE (AF) *	YOUR REQUESTED AF POINTS
5	AF < 50,000	_____ points \$ _____
4	50,000 < AF < 100,000	
3	100,000 < AF < 200,000	
2	200,000 < AF < 300,000	
1	300,000 < AF < 400,000	
0	AF > 400,000	

*ADJUSTED FEES: Fees rendered to the Consultant by Alachua County minus fees subcontracted out by the Consultant plus fees for which the Consultant is a subconsultant.

SIGNATURE AND ACKNOWLEDGMENT OF ADDENDUM FORM

RFP NUMBER: 11-448; Engineering Services for Miscellaneous Transportation Itemized Projects >\$2 Million

PROPOSAL OPENING DATE: 2:00 pm, Wednesday, May 25, 2011

RE: Engineering Services for Miscellaneous Transportation Itemized Projects >\$2 Million

PLACE OF BID OPENING: Alachua County Purchasing Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983

Table with 2 columns and 3 rows. Header: Local Based Firms per Section 1.13, Check One Below. Row 1: I certify that my business is located in Alachua County and meets the criteria for location points as specified in Section 1.13. Row 2: I am not a local based firm in Alachua County.

Acknowledge Receipt of Addendum(s) (if applicable circle): #1 Yes No #2 Yes No #3 Yes No

Bidder: _____ Company: _____

Address: _____

Authorized Signature: _____ Title: _____

Clearly Print Signature: _____ Title: _____

PHONE: _____ FAX: _____ DATE: _____

Email Address: _____

PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida ‘public records’ are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(execute either section I. or II., but not both; bidder may not modify language)

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Bidder’s Signature

Date

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder’s Signature

Date

July 26, 2006

CONTINUING SERVICES AGREEMENT

This Agreement is entered into this _____ day of _____, 20____ between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and _____ doing business at _____, hereinafter referred to as "Professional".

WITNESSETH

Whereas, the County desires to employ the Professional to provide services for _____; and,

Whereas, the Professional is qualified to provide these services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This Agreement is effective on _____ and will continue until _____ unless earlier terminated as provide herein. This Agreement may be amended at the option of the County for _____ additional _____ year terms at the terms and conditions outlined herein. Expiration of the term of this Contract shall have no effect upon Work Orders issued pursuant to this Contract and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations.** By executing this Agreement, the Professional makes the following express representations to the County:

- 2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed to practice _____ by all public entities having jurisdiction over the Professional and the Project;

- 2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been full satisfied;

- 2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

- 2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

- 2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations.

2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in Attachment "A". This Agreement standing alone does not authorize the performance of any work or require the County to place any orders for work.
4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional:
5. **Authorization For Services.** Authorization for performance of Professional services by the Professional under this Agreement shall be in the form of written Work Orders (also called a "Task Assignment) issued and executed by the County and signed by the Professional. A sample Work Order is attached hereto as Attachment "B". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The County makes no covenant or promise as to the number of available projects, nor that the Professional will perform any project for the County during the life of this Agreement. The County reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the County to be in the best interest of the County to do so.
 - 5.1. The _____ Manager is authorized to initiate and sign Work Orders and amendments and modifications to Work Orders on behalf of the County.
 - 5.2. Change Orders to existing Work orders will be authorized by a Work Order Change Order (Attachment "B-1")
6. **Compensation.** The County agrees to compensate the Professional for the Professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then Professional shall be compensated in accordance with the rate schedule attached as Attachment "C". If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.
7. **Reimbursable Expenses.** If a Work Order is issued on a "Time Basis Method," then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order and to conditions, restrictions and limitations of § 112.061, Florida Statute. Reimbursable expenses may include actual expenditures made by the Professional, his employees or his Professional associates in the interest of the Project for the expenses listed in the following paragraphs:
 - 7.1. Expenses for travel when traveling in connection with the Project, based on §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.;
 - 7.2. Actual cost of long distance calls and telegrams;
 - 7.3. Fees paid for securing approval of authorities having jurisdiction over the Project.
 - 7.4. Actual expense of reproductions, postage and handling of drawings and specifications.
 - 7.5. If authorized in writing in advance by the County, the cost of other expenditures made by the Professional in the interest of the Project provided such expenditures are in accordance with the Scope of Services and Work Order as approved by the County.

7.6. If the Professional's duties, obligations and responsibilities are materially changed through no fault of the Professional after execution of this Agreement, additional compensation shall be paid as provided in Exhibit "1"

8. Payment.

8.1. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Professional, which signature shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Dept Director
Alachua County _____ Dept.
226 South Main Street
Gainesville, Florida 32601

8.2. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

8.3. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes.

8.4. Payments shall be made to the following address:

Professional
address

9. Personnel.

9.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME

FUNCTION

[list]

[list]

9.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The _____ Manager may authorize changes to this list in writing.

10. Notice. Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

County:
Title
Dept
PO Box
Gainesville, FL

Professional: Rep
address

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting
and

Office of Management and Budget
105 Se 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

11. Default and Termination.

11.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The _____ Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

11.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the

Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

11.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

12. Contract And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

13. Project Records.

13.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Professional shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Professional's possession relating to this Agreement. Additionally, the Professional shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

13.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. § 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

13.3. During the term of this Agreement or license, Professional may claim that some or all of Professional's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI".

13.4. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license,

the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

14. Ownership of Deliverables. All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

15. Insurance. The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment "D".

16. Permits. The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

17. Laws & Regulations. The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

18. Indemnification.

18.1. The Professional agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Professional further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its sub Professionals, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional's insurance coverage. This indemnification provision shall survive the termination of this Agreement between the County and the Professional.

18.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

**OR IF FOR ARCHITECTS, ENGINEER, CONSTRUCTION CONTRACTOR,
CONSTRUCTION**

To the maximum extent permitted by Florida law, the [Contractor/Construction Manager/Architect] shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Architect or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Architect or anyone employed or utilized by the [Contractor/Construction Manager/Architect] in the performance of this Agreement.

The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the [Contractor/Construction Manager/Architect], the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the [Contractor/Construction Manager/Architect]. The [Contractor/Construction Manager/Architect] obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of [Contractor/Construction Manager/Architect] insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the [Contractor/Construction Manager/Architect].

In any and all claims against the County or any of its agents or employees by any employee of the [Contractor/Construction Manager/Architect], any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the [Contractor/Construction Manager/Architect] or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

19. Standard of Care. The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.

20. Assignment of Interest . The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

21. Successors and Assigns. The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

- 22. Independent Contractor.** In the performance of this Agreement, the Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.
- 23. Collusion.** By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
- 24. Conflict of Interest.** The Professional warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
- 25. Prohibition Against Contingent Fees.** As required by §287.055(56), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- 26. Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
- 27. Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
- 28. Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
- 29. Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
- 30. Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
- 31. Amendments.** The parties may amend this Agreement only by mutual written Agreement of the parties.
- 32. Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
- 33. Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
- 34. Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
- 35. Entire Contract.** This Agreement constitutes the entire Agreement and supercedes all prior written or oral

agreements, understandings, or representations.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

SAMPLE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
_____, Chair
Board of County Commissioners

ATTEST:

APPROVED AS TO FORM

J. K. Irby, Clerk
(SEAL)

Alachua County Attorney's Office

PROFESSIONAL :

ATTEST (By Corporate Officer).

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____



SAMPLE

ATTACHMENT B

WORK ORDER/TASK ASSIGNMENT NOTICE TO PROCEED

WORK ORDER NO.: _____

BILLING/INVOICE REFERENCE NO.: _____

PROJECT DESCRIPTION:

County: **Alachua County**, a political subdivision of the State of Florida.

Date Issued: _____

PROFESSIONAL:.

PROFESSIONAL'S ADDRESS:

Execution of the Work Order by County shall serve as authorization for the Professional to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of _____ between the County and the Professional and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- DRAWINGS/PLANS/SPECIFICATIONS
- SCOPE OF SERVICES
- SPECIAL CONDITIONS
- _____

The Professional shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon

[] the date written above or upon issuance of a [] Notice to Proceed by County and shall be completed within _____ (____) calendar days.

METHOD OF COMPENSATION:

- (a) This Work Order is issued on a:
 - [] fixed fee basis
 - [] time basis method with a not-to-exceed amount
 - [] time basis method with a limitation of funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then the Professional shall perform all work required by this Work Order for the sum of _____ DOLLARS (\$_____ - _____). In no event shall the Professional be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the Professional shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS (\$_____). The Professional's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the Professional is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS (\$_____) without prior written approval of the County. Such approval, if given by the County, shall indicate a new Limitation of Funds amount. The Professional shall advise the County whenever the Professional has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The County shall compensate the Professional for the actual work performed under this Work Order.

The County shall make payment to the Professional in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Professional that this Work Order, until executed by the County, does not authorize the performance of any services by the Professional and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Professional to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

PROFESSIONAL:

Witness

By: _____
signature

Title: _____
Print Name and Title

ALACHUA COUNTY, FLORIDA

By: _____
Alachua County

Date: _____

SAMPLE

ATTACHMENT B-1

AMENDMENT #

NTP/Project #

Contractor:

Encumbrance #

Contract Manager:

Work Order Name #

Work Order Description:

Deliverable(s):

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with Amendment:	

Original Completion Date	
New Completion Date	

Alachua County: By: _____

Date: _____

Approved as to Form

Alachua County Attorney
ATTACHMENT C: FEE SCHEDULE

Contractor: By: _____

Date: _____

EXHIBIT 1: Additional Services Fee Schedule

SAMPLE

SAMPLE