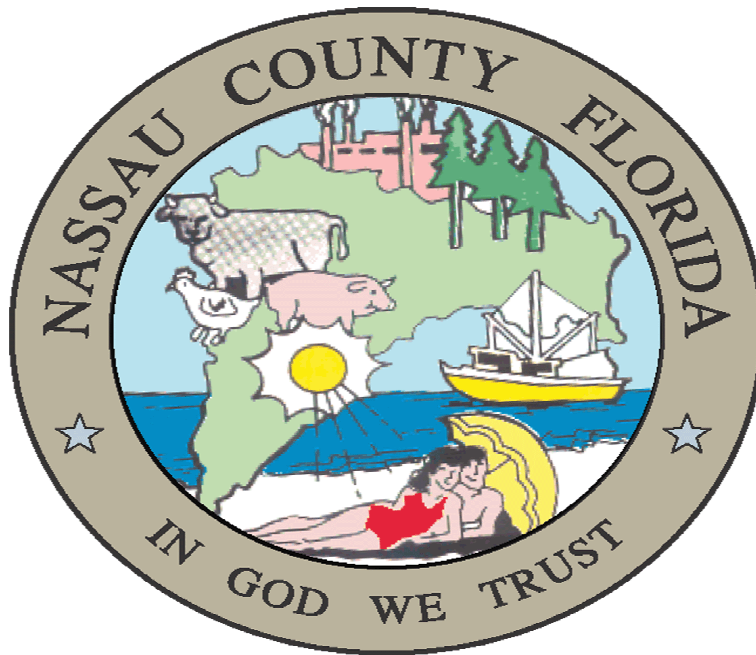


**NASSAU COUNTY
FLORIDA**



**REQUEST FOR QUALIFICATIONS (RFQ)
PAVEMENT MANAGEMENT PROGRAM (REBID)**

BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY

BID NO. NC09-037

PROPOSALS ARE DUE NOT LATER THAN 2:00 P.M.

December 17, 2009

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SECTION 1: PROJECT INFORMATION

- 1.1 **PURPOSE:** The Nassau County Board of County Commissioners is soliciting Statements of Qualifications from professional firms, registered in the State of Florida, pursuant to Section 287.055, Florida Statutes, known as the Consultant Competitive Negotiation Act (CCNA), to provide Pavement Management Services for Nassau County.
- 1.2 **PROJECT SUMMARY:** The Board of County Commissioners is seeking a firm to perform an evaluation of road conditions and to develop a fully functioning, interactive Pavement Management Program. The Respondent shall work closely with the County to identify the needs of the system, establish cost effective priorities for making improvements, collect and evaluate data, develop a pavement management system and develop an ongoing restoration program for implementation.

SECTION 2: INSTRUCTION AND INFORMATION TO BIDDERS

2.1 **Tentative schedule of Selection Process**

The County's intended schedule for the selection of Consultants is as follows:

Event	Date
Request for RFQ Available	November 4, 2009
Deadline for Questions	December 10, 2009
Proposal Due Date	December 17, 2009
Committee Evaluation/Short List	Week of January 4 th , 2010
Presentations of Short Listed Firms	Week of January 18 th , 2010
Recommendation/Award	February 10, 2010
Contract Negotiations	February 22, 2010
Board Approval and execution of contract	March 10, 2010

These dates are estimates only and the County reserves the right, in its sole discretion, to alter this schedule, as it deems necessary or appropriate.

- 2.2 **SUBMISSION OF STATEMENT OF QUALIFICATIONS (RFQ).** An original and five (5) copies of the proposal plus one (1) electronic copy on a computer disc shall be sealed and clearly marked on the outside: **"Request for Qualifications – Pavement Management Program, Bid No. NC09-037"**.

Proposals must be in writing, and may be submitted by the Proposer in person, by courier or overnight to: Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, Nassau County Judicial Annex, 76347 Veterans Way, Yulee, Florida 32097. Proposals must be received no later than December 17, 2009 at 2:00 p.m. Facsimile proposals are not acceptable. Any proposals received after this date and time will be rejected and returned unopened to the proposer. Proposals will be opened and read at the office of the Ex-Officio Clerk, Nassau County on December 17, 2009 at 2:05 p.m.

In addition to the information as stated above to be marked on the outside of the envelope, it should also provide the date and time of opening and company name and address.

Proposals submitted by mail shall be enclosed in another sealed envelope and addressed to: Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, Nassau County Judicial Annex, 76347 Veterans Way, Yulee, Florida 32097.

NOTE: THIS REQUEST FOR QUALIFICATIONS IS A NON-PRICED QUALIFICATIONS-BASED PROCESS. PRICING WILL BE CONSIDERED DURING THE NEGOTIATION PHASE ONLY.

- 2.3 Proposers are directed not to contact evaluating committee members, County Commissioners, County departments or divisions until award has been made by the Board of County Commissioners. ALL QUESTIONS FROM PROPOSERS SHALL BE ADDRESSED IN WRITING TO THE CONTRACT MANAGEMENT DEPARTMENT (see contact information below).**

- 2.4 Additional Information/Addenda.** Any ambiguity, conflict, discrepancy, omissions or other error discovered in this solicitation must be reported immediately in writing to the jurisdiction and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing no later than seven (7) calendar days prior to the proposal opening date. Request for additional information or clarifications will be received by letter, facsimile, or email. The request must contain the submitter's name, address, phone number, facsimile number, and email address and addressed to:

Dawn M. Krass, Contract Specialist
Nassau County Contract Management Division
96135 Nassau Place, Suite 6
Yulee, Florida 32097
(904) 491-7377 Fax: (904) 321-2658
Email: dkrass@nassaucountyfl.com

Facsimiles must have a cover sheet, which includes, at a minimum, the submitter's name, address, number of pages transmitted, phone number, and facsimile number.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Submitters should not rely on any representations, statements or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued will prevail.

It is the submitter's responsibility to be sure all addenda were received. The submitter should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Submitters are required to acknowledge the number of addenda received as part of their submission of the proposal. Proposers shall submit the Addendum Acknowledgment form attached hereto as Attachment "B".

- 2.5 Proposals and Presentation Cost.** The County will not be liable in any way for any cost incurred by the offerors in the preparation of their proposal in response to the RFQ nor for the presentation of their proposals or participation in any discussions or negotiations.

- 2.6 PROPOSAL – STATEMENT OF QUALIFICATIONS SUBMITTAL FORMAT.** To facilitate and expedite review, the County asks that all proposers follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the

County's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

Introduction

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. The cover letter should contain the following:

- A brief statement of the proposers understanding of services required for a Pavement Management Program.
- The name, title, phone number, fax number, e-mail address, and street address of the person in the consultant's organization who will respond to questions about the proposal.
- Highlights of the consultant's qualifications and ability to perform the project services.

The table of contents should follow the cover letter.

Table of Contents

Include a clear identification of the material included in the proposal by page number.

Section 1 – Consultant Profile

Please provide the following information about your firm in a format no longer than two (2) pages in length:

- a. The firm's name, email address, business address, phone number, and fax number
- b. The types of services and product offered.
- c. Number of years in business
- d. Number of employees
- e. The location of the office or offices that would provide the project services.
- f. The license number for the firm's Certificate of Authorization as required by Florida Statutes Chapter 471.023
- g. A brief statement of the firm's background.

Section 2 – Technical Approach to Projects

Within a two (2) page maximum, describe the Consultant's expertise with the methods, hardware, and software necessary to perform the project scope and services described in this RFQ.

Section 3 – Quality Control

In a single page, describe the respondent's approach to quality assurance/quality control (QA/QC) procedures.

Section 4 – Staff Qualifications and Project Team

Start the section by introducing the designated project manager and the project team. Remember that the selection criterion requires the proposed team to include a Professional Engineer (PE) in the State of Florida. Include a project team organizational chart.

Then, for each key person that would be assigned to the project, include a one or two-page résumé that includes a summary of relevant professional qualifications, relevant project experience, education, and professional registration. Include a copy of current Department of Business and Professional Regulation License for each key person with a professional registration.

Section 5 – Related Experience and References

Provide a maximum of five (5) examples, no more than one page each, of similar size projects that demonstrates capabilities in the project services, experience with similar counties, and/or local project experience within the past three years. References should include the following information:

- Client name, address, phone numbers, fax numbers and email addresses
- Description of all services provided
- Performance period
- Total amount of contract

Section 6 – Schedule and Availability

Describe your projected resource availability for projects.

Section 7 – References

At your discretion, include letters of reference from clients regarding projects of similar type. This should include the names and number of current references to contact.

Section 8 – Attachments

All Attachment/Forms required by the RFQ shall be fully executed by the proposer and submitted in the following order. Failure to do so will diminish your score.

- Addendum Acknowledgement (Attachment “B”) and copies of all signed addenda
- Public Entities Crimes Statement (Attachment “C”)
- Certificate of Insurance (proof of current coverage)

2.7 It is the intent of Nassau County to issue a Standard Contract for Professional Services for an initial three (3) year period with provisions for renewal periods of two (2) years in length. Any contract renewal will be upon mutual agreement by all parties and based upon the availability of funds and the need for services. Any contract(s) negotiated with any firm(s) responding to this Request for Qualifications will be non- exclusive. Any additional service options would require submission of a proposal and related fees for approval by Nassau County prior to any Work Authorization being implemented. These additional services will be added to the Standard Contract by Contract Amendment/Change Order.

2.8 It is expressly understood that the Board’s preference/selection of any proposal does not constitute an award of a Contract with the County. It is further expressly understood that no Contractual relationship exists with the County until a Contract has been formally executed by both the County, and the selected Proposer. It is further understood, no Proposer may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys’ fees) borne by any Proposer, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys’ fees) are the sole responsibility of the Proposer.

- 2.9 Public Entities Crimes.** A person or affiliate who has been placed on the convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list. By signature on this solicitation and confirmation on the attached form, proposer certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.
- 2.10** The consultant by submission of their proposal warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the consultant to solicit or secure this agreement and that 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 consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 3. EVALUATION/SELECTION OF SHORT-LIST

- 3.1 Evaluation/Selection Committee.** An evaluation committee appointed and approved by the Nassau County Coordinator, will be responsible for evaluating and ranking each firm based upon the Statement of Qualifications and proposals submitted.
- 3.2** The Evaluation/Selection Committee shall evaluate the responses to the RFQ and rank the firms based on the evaluation criteria contained herein. The Committee shall select a short-list of at least the three (3) top ranked firms for presentation.
- 3.3 Evaluation Criteria.** A 50-point formula scoring system will be utilized based upon the following criteria:
1. Compliance with RFQ Instructions – 10 Points
The proposals will be evaluated for general compliance with instructions issued in the RFQ. Noncompliance with significant instructions may be grounds for proposal disqualification.
 2. Technical Expertise – 10 points
The proposal will be evaluated on the proposer's approach, capabilities, and methods in performing their project services.
 3. Quality Control – 5 points
The proposal will be evaluated on the quality control process to be implemented to ensure that quality work products and services can be delivered in a timely manner.
 4. Staff Qualifications and Firm Background- 10 points

The proposals will be evaluated on the basis of the proposer's demonstrated staff qualifications, which must include a Professional Engineer licensed in the State of Florida. Also, the proposal will be evaluated on the basis of the contractor's background, including the number of years in business.

5. Experience with Similar Projects and Nassau County – 10 points

The proposal will be evaluated on the basis of project experiences that include projects outlined in the Scope of Services required. Projects completed for adjacent counties and other state or federal agencies will be considered.

6. Schedule and Availability- 5 points

The projected resource availability will be evaluated in the choice of the contractors, although Nassau County understands that the actual beginning and completion dates of projects are subject to the notice to proceed. A firm's close proximity to Nassau County would be important to availability.

- 3.4 **Short List/Competitive Selection.** The Evaluation Committee shall short-list a minimum of three (3) firms based upon the average technical scores as outlined in Section 3.3 and request oral presentations from them. During the evaluation process, the committee reserves the right where it may serve the County's best interest, to request additional information or clarifications from proposers.

SECTION 4. CONTRACT PROCEDURES

- 4.1 **Presentation to the Board:** The Engineering Department shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking and authorization to negotiate a contract with the top-ranked firm.
- 4.2 **Competitive Negotiations:** Approval of the recommendation to award by the Nassau County Board of County Commissioners will constitute authorization to negotiate with the top-ranked firm. The proposal package, signed by the successful proposer, along with documentation included in the proposal as required by this RFQ and other additional materials submitted by the proposer, and accepted by the County, shall be the basis for negotiation of a contract. Nassau County shall negotiate a contract with the top ranked firm for professional services at compensation which Nassau County determines is fair, competitive, and reasonable. The firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. During contract negotiations, the County will negotiate fee schedules with the goal of establishing standardized rates.
- 4.3 **Unable to Negotiate:** Should Nassau County be unable to negotiate a satisfactory contract with the top ranked firm considered to be the most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The County shall then undertake negotiations with the next top ranked firm. Failing accord with the next top ranked firm, the agency must terminate negotiations. The County shall then undertake negotiations with the next top ranked firm. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the County shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this paragraph until an agreement is reached.

- 4.4 **Contract:** A contract shall be drafted and forwarded to the County Attorney's office for review and approval. After final review the contract will be forwarded to the firm for review and execution.
- 4.5 **Full Contract Execution:** The Engineering Department shall prepare an agenda item presenting the contract between the successful firm and the Board of County Commissioners and request authorization for the Chairman to execute the agreement. The Board of County Commissioners retains full discretion to approve or to reject the contract.

ATTACHMENT “A”
Scope of Services for Pavement Management Program
Board of County Commissioners, Nassau County, Florida

The following work and services are presented as an indication of the work that may be required under the contract, but may not necessarily be all inclusive of work under this contract. The respondent is encouraged to indicate additional items that would create a more efficient or flexible Pavement Management Plan:

1. Assess the condition of all paved roads using a Roadway Evaluation System that provides a Pavement Condition Index (PCI) of current road conditions and be able to rate the overall PCI of the County and that of each voting district as well. (Including the current condition of each segment analyzed. If the PCI of the roadway changes by 10% or more that should be considered a separate segment.)
2. Match the most efficient and effective repair/replacement/rehabilitation procedures commensurate with the varying conditions in the County’s current road network, consistent with FDOT, and/or County specifications.
3. Provide a sample of Annual Reports that will be used in identifying the roads on which maintenance will be performed, the treatment measures utilized, and evaluating then-current conditions with an objective measurement system.
4. Present the proposed software to be utilized and describe what makes this system the most advantageous to the County.
5. System should identify the most cost effective approach to raise the overall PCI of each district and recommend project implementation sequence and required funding allocation.
6. Propose how the staff will be trained to utilize the system and evaluate “what if” scenarios and obtain cost data to allow for budgeting and recommend funding allocation.
7. Prepare bid specifications for Pavement Rehabilitation process(es) to be performed.

System should be able to be easily integrated into the County’s GIS system. A management program that allows the County the most flexibility is a key component. Budgetary allocations will vary from year to year, not necessarily in accordance with the apparent need for road improvements and repairs. The program should enable the County to put the budgeted funds to use in accordance with previously determined needs and priorities. The Respondent should provide in their Proposal a sample of how their program; once implemented, will identify the order in which projects should be scheduled and the nature and cost of the treatment needed for each project. While it is anticipated that the Respondent will design the program to perform the

particular maintenance activities identified therein, it is also anticipated that County employees will need to be familiar with the program so that they can integrate County-retained responsibilities (such as pot hole repair) with the services provided by the vendor. Accordingly, the program proposed by the vendor should include provisions for training of County staff, and the identification of any technology purchases necessary to implement the program.

The County envisions the use of the requested program over a relatively long-term period. The proposals must identify the entities which will be supplying the program, performing the actual work, and training County personnel. Any changes to proposed personnel must be submitted to the County and approved by the County prior to their working on the project. The award made to the program which the County concludes, in its absolute discretion, presents the most comprehensive response to the needs identified herein, provides the best overall pavement quality subject to budgeting limitations, minimizes the need for additional County employees on capital expenditures, contains the most precise assessment criteria to enable the County to evaluate overall road quality on an annual basis, and which is submitted by the Respondent with demonstrated experience in a pavement management program of this complexity.

ATTACHMENT “B”

Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. BID NO. NC09-037	Addendum # _____ through # _____ Initial: Date:
Person Completing RFQ (Signature)	
Name (Printed):	Title:

>>>Failure to submit this form may disqualify your response<<<

ATTACHMENT "C"

NASSAU COUNTY

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____
(entity submitting sworn statement), whose business address is _____ and
its Federal Employee Identification Number (FEIN) is _____.
(if the entity has no FEIN, include the Social Security Number of the
individual signing this sworn statement: _____).
3. My name is _____ (please print name of individual
signing), and my relationship to the entity named above is
_____.
4. I understand that a "public entity crime" as defined in Paragraph
287.133(1)(g), Florida Statutes, means a violation of any state or federal law
by a person with respect to and directly related to the transaction of business
with any public entity or with an agency or political subdivision of any other
state or with the United States, including, but not limited to, any bid or
contract for goods or services, any leases for real property, or any contract
for the construction or repair of a public building or public work, to be
provided to any public entity or an agency or political subdivision of any
other state or of the United States and involving antitrust, fraud, theft,
bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph
287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a
public entity crime, with or without an adjudication of guilt, in any federal
or state trial court of record relating to charges brought by indictment or
information after July 1, 1989, as a result of a jury verdict, non-jury trial,
or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida
Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity
crime; or
 - b) An entity under the control of any natural person who is active in
the management of the entity and who has been convicted of a public
entity crime. The term "affiliate" includes those officers,
directors, executives, partners, shareholders, employees, members,
and agents who are active in the management of an affiliate. The
ownership by one person of shares constituting a controlling interest
in another person, or a pooling of equipment or income among persons
when not to fair market value under an arm's length agreement, shall
be prima facie case that one person controls another person. A
person who knowingly enters into a joint venture with a person who
has been convicted of a public entity crime in Florida during the
preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

Date

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPREAED BEFORE ME, the undersigned authority, _____,
who, after first being sworn by me, affixed his/her signature in the space provided
above on this _____ day of _____, 200__.

(Notary Public)

My Commission Expires: _____ (seal)

EXHIBIT "1"

SAMPLE CONTRACT

The Sample Contract will be subject to review and modification by the County Attorney's Office

Contract No. _____

Bid/RFP No. NC09-037

**CONTRACT FOR PAVEMENT MANAGEMENT PROGRAM
FOR NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this _____ day of _____ 20__, by and between the Board of County Commissioners of Nassau County, a political subdivision of the State of Florida, hereinafter referred to as "County", and _____, a _____ Corporation, whose principal office address is located at _____, hereinafter referred to as "Consultant":

WHEREAS, the County intends to set up a Pavement Management Program; and

WHEREAS, the County requires certain professional services in connection with pavement evaluation and management operations; and

WHEREAS, the Consultant desires to render certain Pavement Management services as described in the Scope of Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the Scope of Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

The County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the Scope of Services.

ARTICLE 2 - SCOPE OF SERVICES

Consultant shall provide Pavement Management Program services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference.

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

Except as provided in the Scope of Service, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. The County hereby designates Engineering Services to act on the County's behalf with respect to the Scope of Services. The Director of Engineering Services, under the supervision of the County Coordinator shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall be for a three year period beginning on the date of its complete execution. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in two (2) year increments. Total contract length and individual two (2) year extensions shall be in the County's best interest and sole

discretion. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 The County shall pay Consultant in accordance with the provisions contained in the _____, which is attached hereto as _____, and incorporated herein as if set forth in full.

5.2 Consultant shall prepare and submit to the Engineering Services Department, for approval, a monthly invoice for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefore.

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

ARTICLE 6 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar

circumstances and Consultant shall, at no additional cost to the County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 7 - DOCUMENTS

The documents which comprise this Agreement between the County and the Consultant are attached hereto and made a part hereof and consist of the following:

- 7.1** This Agreement;
- 7.2** The Scope of Services attached hereto as Attachment "A";
- 7.3** Fee Schedule attached hereto as _____;
- 7.4** Any written amendments, modifications or Addenda to this Agreement.

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 9 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the county determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 10 - INDEMNIFICATION

10.1 Consultant shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to,

reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the consultant, in the performance of the contract. The Consultant shall not indemnify or hold harmless the County for any negligence of the County, its employees, officers, directors, or agents.

ARTICLE 11 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance. The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance. Consultant shall work closely with the County in performing services under this Agreement.

ARTICLE 12 – EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

12.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 13 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 14 - INSURANCE

14.1 The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability,

and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements.

14.1.1 Worker's Compensation: Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
- b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.2 Comprehensive General Liability: Coverage must include:

- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- c. Additional Insured. County is to be specifically included as an additional insured.
- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.3 Comprehensive Automobile Liability: Coverage must be afforded on a form no more restricted than the latest edition of the

Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicles
- c. Hired and Non-Owned Vehicles
- d. Employee Non-Ownership
- e. Additional Insured. County is to be specifically included as an additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.4 Umbrella policy: Coverage must be afforded on a form no more restricted than the latest Umbrella Policy filed by Insurance Services Offices and must include:

- a. \$5,000,000 per occurrence
- b. General Liability underlying coverage: \$1,000,000 for bodily injury, personal injury and property damage. General Aggregate of \$2,000,000.
- c. Auto liability: Underlying combined single limit of \$1,000,000.
- d. Employers' Liability: Underlying limit \$500,000/\$500,000/\$500,000.

14.1.5 Additional Insured. County is to be specifically included as an additional insured.

14.1.6 Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) day's written notice of cancellation and/or restriction.

14.2 Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the County. The Certificates of Insurance shall be filed with County before this Agreement is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Consultant except workers compensation and professional liability insurance shall be endorsed to include as additional insured the County, its officers, employees, and agents to the extent of the County's interest arising from any contract agreement between County and Consultant. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

14.3 Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the County, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide the County with financial information concerning any self insurance fund insuring Consultant. At the County's option, a Best's rating or Self-Insurance Fund financial information may be waived.

ARTICLE 15 – ACCESS TO PREMISES

The County shall be responsible for providing access to all project sites, and for providing project-specific information.

ARTICLE 16 - TERMINATION OF AGREEMENT

16.1 Termination for Convenience: This Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to Consultant. In such event, the Consultant shall be paid its compensation for services performed prior to the termination date. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to the County for any and all loss pertaining to this termination.

16.2 Default by Consultant: In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the County shall provide written notice of the specific conditions warranting default, and the County shall allow thirty (30) days for Consultant to cure.

ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 18 - UNCONTROLLABLE FORCES

18.1 Neither the County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to

Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

18.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 19 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Nassau County.

ARTICLE 20 - MISCELLANEOUS

20.1 Non-waiver: A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

The County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 22 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

ARTICLE 24 - FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 25 - NOTICE

25.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY

Nassau County Contract Management
96135 Nassau Place, Suite 6
Yulee, Florida 32097

Facsimile: (904)321-2658

With a copy to the County Attorney at the same address.

CONSULTANT:

Consultant Name
Consultant Address
City, State Zip Code

25.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

25.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

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

**Nassau County,
Board of County Commissioners**

BARRY V. HOLLOWAY

Its: Chairman

Date: _____

Attest to Authenticity of Chair's
Signature

Approved as to form and legal
sufficiency:

JOHN A. CRAWFORD

Its: Ex-Officio Clerk

DAVID A. HALLMAN

ATTEST:

[COMPANY NAME]

(Corporate Secretary)

Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :
:SS
COUNTY OF _____ :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of, _____
A _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this ____ day of _____, 20__.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- ☐ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

- ☐ DID take an oath, or
☐ DID NOT take an oath.