

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 6, 2024

AGENDA ITEM Approval of RFQ 2024-001 for Continuing Contracts for Engineering and/or Survey and Mapping Services

DEPARTMENT: County Manager

PURPOSE: At the March 5, 2024, the Board gave consensus to put out a Request for Qualifications for engineering services in order to acquire multiple continuing service contracts.

Proposed date to issue the request is August 19, 2024, with a qualifications due date of October 10, 2024, at 4:00 PM. Recommendations for companies to enter negotiations would be presented to the Board at the October 17, 2024, regular meeting.

REQUEST FOR QUALIFICATIONS
FOR
PROFESSIONAL SERVICE CONTRACTS

ENGINEERING AND/OR SURVEY AND MAPPING SERVICES

RFQ 2024-001
CONTINUING CONTRACTS
FOR
ENGINEERING AND/OR SURVEY AND MAPPING SERVICES

REQUEST FOR QUALIFICATIONS

QUALIFICATIONS ISSUE DATE: August 19, 2024

QUALIFICATIONS DUE DATE/TIME: October 10, 2024 – 4:00 PM

Sealed responses to this Request for Qualifications must be physically delivered to the Office of the Clerk of the Circuit Court before the stated time. Late responses will not be considered. Responses shall be submitted on the forms provided and must be manually signed. Responses shall be sealed in an envelope with the RFQ number, with the opening date and time clearly indicated.

ISSUED BY: Office of the County Manager
945 N Temple Avenue
Starke, Florida 32091
Telephone: 904-966-6327
Email: Scott.Kornegay@BradfordCountyFL.gov

The Board of County Commissioners of Bradford County, Florida reserves the right to reject all responses submitted in response to this Request for Qualifications.

It is the intent and purpose of the Board of County Commissioners of Bradford County, Florida that this Request for Qualifications promote competition. It shall be the responsibility of the entity's responding to this RFQ to advise the County Manager's office if any language, requirement, etc. Or any combination thereof inadvertently restricts or limits the requirements stated in this Request for Qualifications to a single source. Such notification must be submitted in writing and must be received by the County Manager's office no later than ten (10) days prior to the Qualifications Opening Date referred to herein.

This document and all attached materials including this Request for Qualifications shall become part of any purchase order, agreement, contract, work order, or other engagement resulting from this request for qualification process.

AWARD PROCESS

The following schedule is provided by the Board of County Commissioners of Bradford County, Florida for consideration of those interested in submitting a response to this Request for Qualifications:

QUALIFICATIONS ISSUE DATE: August 19, 2024

QUALIFICATIONS DUE DATE/TIME: October 10, 2024 – 4:00 PM

BOARD OF COUNTY COMMISSIONERS' APPROVAL: October 17, 2024

(In the event that the Board of County Commissioners elects to conduct interviews or hear presentations from certain firms submitting a response, this date is subject to change.)

WORK ORDER INITIATION: UNKNOWN

The Board of County Commissioners of Bradford County, Florida reserves the right to change or alter the aforementioned dates at its sole and exclusive discretion as may become necessary.

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Section 1.

Introduction.

The Board of County Commissioners of Bradford County, Florida, in conformance with the *Consultants' Competitive Negotiations Act* (CCNA), Section 287.055, *Florida Statutes*, as well as the *Purchasing Procedures* of Bradford County, Florida is requesting qualifications from licensed firms or individuals to provide continuing contracts for engineering and/or surveying and mapping services.

Section 2.

Typical Project Areas.

The Board of County Commissioners of Bradford County, Florida typically engages firms or entities providing these services for projects such as those identified as follows:

- A. Design, construction, and management of new facilities and significant facility improvements, alterations or additions;
- B. Solid Waste Management planning, permitting, design, and engineer inspection;
- C. Stormwater facility planning, permitting, design and engineer inspection;
- D. General civil engineering for roadway planning and design, geotechnical engineering, drainage planning and design, parks planning and design, building planning and design, sidewalk planning and design, and site development planning and design; and
- E. Boundary, site, utility, topographic and design surveying;

Section 3.

Scope of Services

Once selected pursuant to this Request for Qualifications process, qualified firms and/or entities will respond to Bradford County Task Orders to provide services for the categories listed below, as applicable:

- A. Mechanical, Electrical, Plumbing (MEP) Engineering Services;
- B. General, Civil Engineering Services;
- C. Stormwater Management and Ecological Engineering Services;
- D. Solid Waste Management and Landfill Planning, Permitting and Inspection Services;
- E. Traffic Engineering Services;
- F. Transportation Planning Services;
- G. Geotechnical Engineering and Construction Support Services;
- H. Surveying Services;
- I. Environmental, Health and Safety Engineering Services;
- J. Bridge and Structural Engineering to Include Inspection Services;
- K. Design for Florida Department of Transportation (FDOT) Projects;
- L. Project Coordination for FDOT Projects; and
- M. Construction, Engineering and Inspection Services for FDOT Projects

Section 4.

Qualifications and Responsive Submissions

- A. The Board of County Commissioners of Bradford County, Florida intends to award multiple continuing contracts to firms and/or entities deemed to be the most highly qualified to perform each required service. Firms and/or entities may be awarded continuing contracts in single or multiple categories as described in Section 3, “Scope of Services.” The Board of County Commissioners intends for the continuing service contracts to be for a period of two (2) years with the option for three (3), additional one (1) year extensions. Firms and/or entities must have provided consulting, engineering, or services that relate to any of the required categories listed in Section 3 above and herein within the State of Florida for at least five (5) years.
- B. Firms and/or entities should submit a single response which outlines the entire scope of the services they propose to offer to Bradford County. This single proposal should address the categories listed in Section 3 and should, at a minimum, address any/all services that the firms and/or entities propose to provide. It is not necessary to provide separate or individual responses for any or all of the categories outlined in Section 3, nor is it necessary to provide a separate or individual letter of intent for any or all of the categories outlined in Section 3.
- C. Firms and/or entities must be registered and licensed to practice in the State of Florida and identify and submit resumes for all personnel that will be working on project(s).
- D. Include the experience of each on projects similar to those listed under the scope of services Section 3 above and herein.

- E. It is required that consultants assigned to all projects come from the resumes submitted in this RFQ.
- F. Changes to this pool of consultants must be approved in writing by the Board of County Commissioner's or their designee(s).
- G. A professional consultant licensed to practice in the relevant area in the State of Florida shall be responsible for and in charge of all work performed on each project.

Section 5

Payment for Services

- A. Generally speaking, invoices shall be submitted to Bradford County on a monthly basis in accordance with the agreement(s) governing the relationship between the Board of County Commissioners of Bradford County, Florida and the firms and/or entities selected pursuant to this Request for Qualifications process.

- B. Given the potentially unique circumstances of individual tasks, this requirement may be amended on a project-by-project basis, upon the mutual agreement of Bradford County and the selected firm and/or entity.

Section 6

Agreement(s) with Selected Firms and Terms for Agreements

- A. The Board of County Commissioners of Bradford County, Florida will negotiate agreements with the selected firms and/or entities following selection pursuant to this Request for Qualifications process.
- B. The term of all agreements shall begin on the date the agreements are approved and executed by the Board of County Commissioners of Bradford County, Florida and the selected firms and/or entities, otherwise known as complete execution.
- C. The Board of County Commissioners of Bradford County, Florida intends for said continuing service agreements to remain in place for an initial two (2) years with the option for three (3), additional one (1) year extensions.

Section 7.

Delivery of Qualifications Responses

- A. One (1) original, three (3) copies and one (1) digital copy of the Qualifications Responses shall be submitted in a sealed package, clearly marked on the outside of package with "RESPONSE TO REQUEST FOR QUALIFICATIONS - PROFESSIONAL ENGINEERING AND/OR SURVEYING - BRADFORD COUNTY, FLORIDA" addressed to Bradford County, Florida, and delivered at the reception desk at the Bradford County, Clerk's Office, Bradford County Courthouse, 945 N. Temple Avenue, Starke, Florida 32091.
- B. It is the sole responsibility of the proposer to ensure that proposals are received by the Bradford County Clerk's Office by the due date and time. Proposals received after the due date and/or time specified shall not be considered.

Section 8. Content of Qualifications Responses

- A. Letter addressed to the Board of County Commissioners of Bradford County, Florida setting forth the argument for the selection of the proposer as the highest qualified firm to provide services in one or more of the categories set out in Section 3 above and herein, a separate argument shall be presented for each area of practice for which a contract award is sought. The letter will be reviewed for content and writing style. The signature of the proposer must be attached and such signature is deemed a representation that the proposer is the author of the submittal.
- B. The statement of qualifications must include, in tabbed format, the following sections in this order:
- i. Title Page - The title page must include the title of the RFQ, the name and address of the proposing firm, the name, title, phone number and email address of the contact person. Indicate the category as listed in Section 3 above and herein for which firm is licensed, qualified to provide services and is seeking a contract award.
 - ii. Table of Contents
 - iii. Tab 1 - Signed Letter from Proposer - A signed letter stating an understanding of work to be completed, the commitment to perform the work within the periods specified, a statement why the firm believes itself to be best qualified to perform the services. The signer must have the authority to bind the respondent to the submitted qualifications. This requirement may be satisfied by inclusion in the same letter as

required by Section 8, Subsection A such that only one of such letters is required to be submitted.

- iv. Tab 2 - Organizational Chart - A chart showing full name, title of personnel and name of the firm providing the personnel. Include the resume of each team member proposed. It is expected that the personnel proposed will be the personnel working on each project. Any substitution request must be made in writing and be approved by the Board of County Commissioners of Bradford County, Florida.
- v. Tab 3 - Professional Experience - Establish relevant experience of the firm by providing similar Project References (no more than 2 pages per Project Reference). Include Client phone/email contact information for verification purposes. References must include experience for any applicable categories listed in Section 3 above and herein for which proposer seeks to be qualified.
- vi. Tab 4 - Understanding of Local Needs - Explain an understanding of the needs requested by this RFQ. Outline knowledge of the community and familiarity with local conditions.
- vii. Tab 5 - Qualifications - Indicate those who will serve as principals-in-charge and project managers and their availability to work on projects. List other project personnel that will be assigned to projects. Describe their directly related experience and qualifications to effectively and efficiently meet project requirements. Identify the office location that will be assigned to a project and its distance from Bradford County, Florida.

- viii. Tab 6 - Work Priorities - Outline the ability of the firm to meet deadlines and budget constraints and ability to react to changing conditions.
- ix. Tab 7 - Local Government References - Use the form provided for this purpose. Return it with the proposal. List four local government professionals with whom the firm has worked within the last three years. Provide telephone and email contact information.
- x. Tab 8 - Certification - Document the firm's status as Certified Minority-/Women-Owned Business, if any. Certification may be State, Federal, City, or local government. Please note: All firms must be licensed and permitted to practice in the State of Florida.
- xi. Tab 9 - Insurance Requirements - A statement will be included indicating the understanding of, and agreement to comply with, the Board of County Commissioners of Bradford County, Florida's insurance requirements as will be set forth in the continuing services agreement which will be negotiated between the successful firm and/or entity and Bradford County.
- xii. Tab 10 – Addenda - A signed copy of any addenda to indicate the Firm acknowledges receipt and understanding of the addenda contents.
- xiii. Tab 11 - Any other information deemed relevant by the Firm.

Section 9. Restricted Communication

- A. Any communication by an interested firm and/or entity with the Board of County Commissioners of Bradford County, Florida shall be made by email only to Amanda Brown at amanda_brown@bradfordcountyfl.gov.
- B. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given.
- C. If any addenda are issued to this RFQ, the Board of County Commissioners of Bradford County, Florida will post any such addenda on its web site at www.bradfordcountyfl.gov.
- D. It shall be the responsibility of each firm and/or entity, prior to submitting qualifications, to view the Board of County Commissioners of Bradford County, Florida's web site to determine if addenda were issued and to make such addenda a part of the qualifications, to be included and signed in Tab 10 of the proposal.

Section 10. Evaluation Criteria and Selection Process

- A. Proposals will be evaluated internally by a committee designated by the Board of County Commissioners of Bradford County, Florida for this specific purpose.
- B. The evaluation of the proposals shall include consideration of the following criteria with the following prescribed values:

Overall expertise, experience, and qualifications to perform professional work related to the identified categories.	20 Points
Experience within the last three years working with local governments.	20 Points
Understanding local needs and familiarity with local conditions.	20 Points
Availability, location, and qualifications of key personnel to be assigned contract work	15 Points
Recognition of work priorities, flexibility to deal with change, ability to meet deadlines and budget constraints.	10 Points
Local Government References	10 Points
Certification as to Minority Business Enterprises (MBE)/Women’s Business Enterprises (WBE) Ownership (Based solely on Certification of the responding firms and/or entities and not upon a consideration of Certified subconsultants.)	5 Points
Total Possible Number of Points	100 Points

- C. The Board of County Commissioners of Bradford County, Florida reserves the right to request consultant presentations from interested firms and/or entities.

- D. The most qualified firms and/or entities in each area of licensure will be recommended to the Board of County Commissioners of Bradford County, Florida.
- E. Those firms and/or entities approved by the Board of County Commissioners of Bradford County, Florida will be asked to enter negotiations on an expedited basis.
- F. Upon successful negotiation, an agreement will be negotiated between Bradford County staff and the selected firm and/or entity and, ultimately, approved by the Board of County Commissioners of Bradford County, Florida.

Section 11. Negotiations

Negotiations shall begin with the top-ranked firm(s) and/or entity(entities) after designation as such by the Board of County Commissioners of Bradford County, Florida. If a satisfactory contract and fee schedule cannot be negotiated with higher ranked consultant(s) negotiations will begin with the next highest ranked consultant(s). The intent is to develop several contracts with separate consultants in each area of licensure.

Section 12. List of Appendices

- A. The following documents are attached hereto as appendices and are incorporated herein by reference. Each of these documents must be properly completed, executed and submitted as a part of Qualifications Responses.
- B. The executed and below listed documents subsequently will be identified and incorporated in the agreement between the successful firm(s) and/or entity(entities) and the Board of County Commissioners of Bradford County, Florida. The actions of the Board of County Commissioners of Bradford County, Florida in selecting and awarding contracts, as well its reliance on expected high quality by performance of consultant during contract administration, are based in considerable part on the representations expresses therein.
- C. Appendices:
1. Appendix A - Florida Statutes On Public Entity Crimes Form;
 2. Appendix B - Drug-Free Workplace Form;
 3. Appendix B - References Listing Form;
 4. Appendix D - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions;
 5. Appendix E – Sample Continuing Services Agreement – A version similar to this sample will be negotiated with the firms and/or entities that are selected to be engaged.

Appendix A

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

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: _____.)

2. 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 of the United States, including, but not limited to, any bid or contract for goods or services 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.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. 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 for fair market value under an arm’s length agreement, shall be a 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 36 months shall be considered an affiliate.
5. 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 a binding contract and which bids or applies to bid on contracts for the provision of goods or services 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.

Appendix A

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [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 the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

Or Produced identification _____ Notary Public – State of _____

(Type of Identification) My commission expires _____

(Printed, typed or stamped
commission name of notary public)

DRUG-FREE WORKPLACE FORM

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

that _____ does:
(Business Name)

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, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions 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 any 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 Paragraphs 1 through 5.

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

Proposer's Signature: _____

Date: _____

REFERENCES LISTING FORM

List a minimum of four (4) local government or private references for similar contracts, which you have completed within the past 15 years (Please Print/Type).

Customer Name: _____

Address: _____

Contact Name: _____

Telephone: _____ Fax: _____

Email Address: _____

Contract Type: _____

Completion Date: _____

Contract DID DID NOT Have reportable findings.

Contact Name: _____

Telephone: _____ Fax: _____

Email Address: _____

Contract Type: _____

Completion Date: _____

Contract DID DID NOT Have reportable findings.

Contact Name: _____

Telephone: _____ Fax: _____

Email Address: _____

Contract Type: _____

Completion Date: _____

Contract DID DID NOT Have reportable findings.

Contact Name: _____

Telephone: _____ Fax: _____

Email Address: _____

Contract Type: _____

Completion Date: _____

Contract DID DID NOT Have reportable findings.

My company has been in this type of business for _____ years. There are _____ employees in my company. _____ employees will be dedicated to this project.

**Certification Regarding
Debarment, Suspension, Ineligibility, and
Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988, *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Business Name: _____

Date: _____

By: _____

Name and Title of Authorized Representative

Signature of Authorized Representative

Appendix D

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

CONTINUING SERVICES AGREEMENT
FOR THE PROVISION OF PROFESSIONAL SERVICES

THIS CONTINUING SERVICES AGREEMENT is made and entered into this ____ day of _____ 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 945 N. Temple Avenue, Starke, Florida 32091 and who is hereinafter referred to as "COUNTY;" and _____, a _____, whose address is _____ and who is hereinafter referred to as "CONSULTANT."

WITNESSETH:

INTRODUCTORY PROVISIONS

A. Adoption and Incorporation of Recitals.

The parties hereto specifically adopt the above-referenced recitals and incorporate them herein as part and parcel of this agreement.

B. Purpose and Authority for Agreement.

- i. This continuing services agreement is entered into for the purpose of organizing and outlining the relationship between COUNTY and CONSULTANT with regard to the provision of continuing, professional services for Bradford County, Florida.
- ii. This agreement is entered into pursuant to the authority granted by Chapter 125, *Florida Statutes*, and in accordance with Chapter 287, *Florida Statutes*.

C. General Provisions.

- i. CONSULTANT shall provide Services for COUNTY as required by COUNTY which may include services in all phases of a project. These services may include serving as COUNTY's professional engineering services representative for the project, providing professional engineering consultation and advice, and by itself or with subconsultants furnishing customary civil, architectural, structural, mechanical, environmental, transportation, stormwater, irrigation, landscaping, and electrical engineering services, as may be appropriate. CONSULTANT shall perform any and all services in a timely, efficient and cost-effective manner and in a manner that comports with the highest standards of professional engineering.

Appendix E

- ii. COUNTY shall, from time to time at its sole discretion, authorize CONSULTANT in writing to provide services by issuing a Services Authorization. A Services Authorization shall, by mutual agreement of the parties, set forth, (1) the Scope of Services, (2) the time for performance, (3) method and amount of compensation, (4) the provisions of Sections 1 and 2 of this continuing services agreement which are applicable, (5) the deliverables, if any (which are the items to be provided to COUNTY as a result of the services, and (6) the services, information and data that can be provided by COUNTY to CONSULTANT.
- iii. COUNTY does not guarantee, warrant, or represent that any number of projects or any particular type of project will be assigned to CONSULTANT under the terms of this continuing services agreement. Furthermore, the purpose of this continuing services agreement is not to authorize a specific project, but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any services authorization that may be mutually agreed to by both parties. COUNTY shall have the sole discretion to select the project(s), if any, that may be given to CONSULTANT.
- iv. All references to drawings shall mean both traditionally drafted as well as computer-based, and all submissions of drawings will include paper, mylar and computer file versions as appropriate

The remainder of this page intentionally left blank.

SECTION 1.
GENERAL SERVICES PROVIDED BY CONSULTANT

1.1 General.

Upon the issuance of a Services Authorization Agreement, CONSULTANT may be expected to perform general services, including but not limited to the following:

1.2 Study and Report Phase Services.

After written authorization to proceed from COUNTY to CONSULTANT, CONSULTANT shall:

- 1.2.1 Consult with COUNTY to clarify and define COUNTY's requirements for the project, and to review available data.
- 1.2.2 Prepare a report or feasibility study containing schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to COUNTY and setting forth CONSULTANT's findings and recommendations. This Report will be accompanied by CONSULTANT's cost estimate for the Project.

1.3 Preliminary Design Phase Services.

In cooperation with COUNTY, and on the basis of the accepted study and report documents, determine the general scope, extent and character of the project.

After written authorization to proceed with the preliminary design phase, CONSULTANT shall:

- 1.3.1 Make a personal examination of the proposed project site, and, as may reasonably be discoverable, note site conditions and impediments that pertain to or might adversely affect the timely, efficient, and economical completion of any phase of the project, or the project as a whole. CONSULTANT shall promptly report any adverse site conditions to COUNTY.
- 1.3.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.
- 1.3.3 Advise COUNTY if additional data or services are necessary for preliminary design, and assist COUNTY in obtaining such data and Services.
- 1.3.4 Based on the information contained in the preliminary design documents, submit a revised total project cost estimate to COUNTY.

1.4 Final Design Phase Services.

After written authorization to proceed with the final design phase, CONSULTANT shall:

- 1.4.1 On the basis of the accepted preliminary design documents and the project cost estimate, if applicable prepare for incorporation in the construction contract documents final drawings (drawings) to show the general scope, extent and character of the work to be furnished and performed by the project contractor(s), and specifications.
- 1.4.2 Prepare and furnish to COUNTY such documents and design data as may be required by COUNTY, so that COUNTY may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the project. CONSULTANT shall also assist COUNTY in obtaining such approvals by submitting, participating and/or leading in negotiations with appropriate authorities, and the services authorization shall define CONSULTANT' s role in this regard.
- 1.4.2 Prepare for review and approval by COUNTY, invitations for bid, bid forms (where appropriate), supplementary conditions and assist in the preparation of other related documents.

1.5 Bidding or Negotiating Phase Services.

After written authorization to proceed with the bidding or negotiating phase, CONSULTANT shall:

- 1.5.1 Assist COUNTY in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, when authorized in the applicable services authorization, attend pre-bid conferences.
- 1.5.2 Assist COUNTY in preparing and distributing addenda as appropriate to interpret, clarify or expand the bidding documents or in response to written questions received during the bid phase.
- 1.5.3 Assist COUNTY in determining qualifications of the prime contractor as well as subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) for those portions of the work where determination of such acceptability is required by the bidding documents.
- 1.5.4 Consult with COUNTY concerning, and determine the acceptability of, substitute materials and equipment proposed by the contractor(s) when substitution is allowed by the bidding documents.
- 1.5.5 Assist COUNTY in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.6 Construction Phase Services.

During the Construction Phase, CONSULTANT shall, if requested by COUNTY and accepted by CONSULTANT:

- 1.6.1 General. Consult with and advise COUNTY and act as its representative as provided in the Construction Contract Documents.

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- 1.6.2 Pre-Construction Meeting. Prepare for and attend a pre-construction meeting conducted by COUNTY with representatives of the Contractor(s), subcontractor(s), utility companies, etc. for each Project, as determined necessary by COUNTY.
- 1.6.3 Work in Progress. In connection with observations of the work of Contractor(s) while it is in progress:
- 1.6.3.1 CONSULTANT shall make visits to the site as requested by COUNTY in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, CONSULTANT may provide, if requested by COUNTY in a Services Authorization, the services of Construction Manager and/or Field Representative (and assistants as agreed) at the site to assist CONSULTANT and to provide more continuous observation of such work.
- 1.6.4 Interpretations and Clarifications. CONSULTANT shall issue necessary interpretations and clarifications of the drawings and specifications and in connection therewith prepare work directive changes and change orders as required. In addition, CONSULTANT shall assist COUNTY to respond, in writing, to any request for information (RFI). All RFIs and responses thereto shall be submitted to COUNTY and CONSULTANT for review and response by COUNTY.
- 1.6.5 Substitutes. CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by the contractor(s).
- 1.6.6 Inspections and Tests. CONSULTANT shall have authority to receive all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders and terms of the drawings and specifications (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the drawings and specifications) and, in addition, CONSULTANT shall have authority, as COUNTY' s representative, to act as initial interpreter of the requirements of the drawings and specifications.
- 1.6.7 Applications for Payment. Based upon CONSULTANT's being an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, and recommend payments to the contractor(s).
- 1.6.8 Track Progress if Contractor. If providing construction manager and/or field representative services, CONSULTANT shall track the progress of the contractor(s) and submit a written report to COUNTY, at stages of the construction as defined in the services authorization, documenting the progress of the contractor relative to the original approved schedule.
- 1.6.9 Minimize Claims. CONSULTANT shall endeavor to minimize the potential areas for contractor claims by initiating timely, thorough, and complete communication among COUNTY and the design and construction contract principals; other local, state, or federal parties (when directed by COUNTY); or private entities that may also be involved.

- 1.6.10 Limitation of Responsibilities. CONSULTANT shall not be responsible for the acts or omissions of any contractor, or of any subcontractor or supplier, or any of the contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except CONSULTANT's own subconsultants, employees and agents) at the site or otherwise furnishing or performing any of the contractor(s)' work.
- 1.6.11 Subcontractors and Subconsultants. In performing the services and to see them to a timely, efficient, and cost-effective completion, CONSULTANT shall have the right to employ other firms, consultants, contractors, subcontractors, and so forth (subconsultants). While COUNTY shall make no demand that CONSULTANT hire any particular subconsultant for any specific project, by acquiescing to or accepting a subconsultant hired by CONSULTANT, COUNTY does not guarantee or warrant the reliability or effectiveness of that entity's services.

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SECTION 2.
ADDITIONAL SERVICES OF CONSULTANT

2.1 General

COUNTY may, at its sole discretion, provide CONSULTANT with a services authorization to furnish or obtain (from others) additional services of the following types which are not considered normal or customary general services, as described above. These additional services may include, but are not limited to, the following:

- 2.1.1 Preparation of applications and supporting documents (in addition to those furnished under general services) for private or governmental grants, loans or advances in connection with the project; preparation for review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
- 2.1.2 Services resulting from significant changes in the previously approved extent of the project or its design including, but not limited to, changes in size, complexity, COUNTY's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or construction contract documents when such revisions are due to causes beyond CONSULTANT's control.
- 2.1.3 Providing measured drawings, renderings or models for COUNTY's or CONSULTANT's use.
- 2.1.4 Preparing documents for alternate bids requested by COUNTY for the contractor(s)' work which is not exceeded, or documents for out-of-sequence work.
- 2.1.5 Investigations involving detailed consideration of operations, maintenance and overhead expenses; value engineering during the course of design; cash flow and economic evaluations not envisioned in a preliminary consulting report; rate schedules and appraisals; assistance in obtaining financing for the project; processes available for licensing and assisting COUNTY in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by COUNTY.
- 2.1.6 Furnishing services of independent professional associates and consultants for other than general services (which include, but are not limited to, customary civil, structural, mechanical, environmental, architectural, transportation, stormwater, irrigation, landscaping, and electrical engineering); and for providing data or services beyond those described as general services, herein.
- 2.1.7 Services resulting from the award of more than one prime contract for construction, materials, equipment or services for the project, and services resulting from the

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arranging for performance by persons (other than the prime contractors) of services for COUNTY and administering COUNTY' s contracts for such services.

- 2.1.8 Services during out-of-town travel required of CONSULTANT, other than visits to the site or COUNTY's office which are necessary for the performance of general services.
- 2.1.9 Where applicable, and with approval of COUNTY, preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start up, testing, adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.10 Preparing to serve (or serving) as a consultant or witness for COUNTY in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations included as part of general services).
- 2.1.11 Services in connection with change orders to reflect changes requested by COUNTY, and making revisions to drawings and specifications occasioned thereby.
- 2.1.12 Preparing for COUNTY, on request, a set of reproducible record prints of signed and sealed drawings showing those changes made during the construction process. Such prints shall be based on the marked-up prints, drawings and other data furnished by the contractor(s) to CONSULTANT and which CONSULTANT considered significant (record drawings). If COUNTY requests the original record drawings so prepared by CONSULTANT, CONSULTANT may have them delivered to a printer that will not unreasonably delay the delivery of the record drawings.
- 2.1.13 Additional or extended service during construction made be necessary by, (1) work damaged through means beyond control of CONSULTANT, (2) a significant amount of defective or neglected work of the contractor(s) not resulting from the inadequate performance of CONSULTANT under the terms of the agreement, (3) prolongation of contract time of any prime Contractor by more than thirty (30) days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by the prime contractor(s).
- 2.1.14 Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any construction contract for the project.
- 2.1.15 Assistance in the preparation of ordinances.
- 2.1.16 Assistance in the preparation of agreements between COUNTY and others (including, but not limited to, other units of government, developers, districts, and authorities).
- 2.1.17 Special studies, reports, investigations or analyses.
- 2.1.18 Services in connection with any partial utilization of any part of the project by COUNTY prior to substantial completion.

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- 2.1.19 Evaluating an unreasonable or extensive number of claims submitted by the contractor(s) or others in connection with the work, such unreasonableness and extensiveness to be at COUNTY's request and determination.
- 2.1.20 The filing of a written status report with COUNTY concerning, 1) a description of the services performed and completed to a date certain, 2) the results of such services and work (i.e. their relation to the total project work, the percentage of project services then completed), and 3) any other observations or comments that CONSULTANT believes or should reasonably believe will affect the successful completion of the project, or that should otherwise be brought to COUNTY's attention. The frequency of such reports shall be set forth in each services authorization.
- 2.1.21 Additional services in connection with the project not otherwise defined in the general services, or as described elsewhere herein, and including but not limited to start-up services that shall be defined in the appropriate services authorization.

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SECTION 3.
RESPONSIBILITIES OF BRADFORD COUNTY

3.1 Requirements for Projects.

COUNTY shall provide criteria and information as may be needed by CONSULTANT to ascertain and meet COUNTY's requirements for projects in a timely manner, including design objectives and constraints; space, capacity and performance requirements; flexibility and expandability matters; and any budgetary limitations; and furnish copies of all design and construction standards which COUNTY will require to be included in the drawing and specifications.

3.2 Information Pertinent to Projects.

COUNTY shall provide CONSULTANT with access to COUNTY's records to allow CONSULTANT to identify all available information pertinent to the project (including previous reports and any other data relative to design or construction of the project). COUNTY shall make reasonable efforts to identify such pertinent information for CONSULTANT. CONSULTANT is ultimately responsible for satisfying itself as to accuracy of any data provided, and, furthermore, CONSULTANT is responsible for bringing to COUNTY's attention, for COUNTY's resolution, any material inconsistencies or errors in such data which come to CONSULTANT's attention. If COUNTY requires CONSULTANT's assistance in resolving any error or inconsistency, such Services may be provided by mutual agreement of the parties, and shall be reimbursed by COUNTY.

3.3 Access to Property.

COUNTY shall arrange for access to and make provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

3.4 Examination.

COUNTY shall examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, and render, in writing, decisions pertaining thereto within a reasonable time.

3.5 Approvals and Permits.

COUNTY shall obtain approvals and permits, with the active assistance and advice of CONSULTANT (and as budgeted in the applicable services authorization), from all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for successful completion of the project.

3.6 Other Professional Services.

COUNTY shall provide such (accounting, independent cost estimating, and insurance counseling) services as may be required for the Project, to ascertain that the construction contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the Project work.

3.7 County Project Manager.

COUNTY reserves the right to appoint a COUNTY project manager for any services authorization. COUNTY project manager may be COUNTY engineer/utilities engineer or COUNTY's designee. The project manager for COUNTY, and shall issue and all written authorizations to CONSULTANT that the project may require, or that may otherwise be defined or referred to in this continuing services agreement. COUNTY project manager shall also, 1) act as COUNTY's agent with respect to the services rendered hereunder; 2) transmit instructions to and receive information from CONSULTANT; 3) communicate COUNTY's policies and decisions to CONSULTANT regarding the Services; 4) determine, initially, whether CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder; and 5) determine, initially, the merits of any allegation by CONSULTANT respecting COUNTY's nonperformance of any project obligation. All determinations made by COUNTY project manager, as outlined above, shall be final and binding upon CONSULTANT in regard to further administrative review, but shall not be binding upon CONSULTANT in regard to general appearances before or appeals to the Board of County Commissioners, or appearances before or appeals to a court of competent jurisdiction.

3.8 Notice and Extension of Term.

COUNTY shall give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or any defect in the work of the Contractor(s). If CONSULTANT has been delayed in completing its Services through no fault or negligence of its own, and, as a result, will be unable to complete performance fully and satisfactorily under the provisions of any services authorization, then, in COUNTY's sole discretion, and upon the submission to COUNTY of evidence of the causes of the delay, CONSULTANT shall be granted an extension of its project schedule equal to the period CONSULTANT was actually and necessarily delayed.

3.9 County's Construction Management.

COUNTY may provide construction manager(s) and field representative(s) to monitor construction activities. When COUNTY provides construction manager(s) and field representative(s), his duties, responsibilities and limitations of authority shall be as set forth in the construction contract documents, if applicable and the following will apply:

- 3.9.1 The construction manager will provide instructions to the field representative(s) on procedures to be followed, and will schedule inspections of construction. The field representative(s) shall be responsible for proper execution of the construction manager's instructions.
- 3.9.2 COUNTY's construction manager(s) and field representative(s) shall have prior construction experience, or shall be trained by COUNTY to assure that the foregoing have sufficient understanding of their duties and personal job safety precautions on the subject project. CONSULTANT, has no responsibility for training of COUNTY's representative(s), or for general duties of a representative on the subject project, or for general job safety precautions on the subject project.

3.10 Additional Services.

COUNTY shall furnish, or direct CONSULTANT to provide, necessary additional services as stipulated in Section 2 of this continuing services agreement, or other services as required, or as mutually agreed pursuant to a services authorization.

3.11 Incidental Costs.

COUNTY shall bear all costs incident to compliance with the requirements of this Section.

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SECTION 4.
TERM(S) OF AGREEMENT

4.1 Initial Term of Agreement.

The initial term of this continuing services agreement shall be a period of two (2) calendar years, beginning on the date that the agreement is fully executed by both COUNTY and CONSULTANT.

4.2 Extension Terms of Agreement.

Following said initial term, this continuing services agreement shall automatically renew for three (3) successive, one (1) year "extension" periods, subject to the mutual consent of COUNTY and CONSULTANT, unless otherwise amended or terminated as provided for below and herein.

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SECTION 5:
PAYMENTS TO CONSULTANT

5.1 General.

- 5.1.1 COUNTY will pay CONSULTANT for the services as detailed in each of CONSULTANT's narrative monthly invoices, and in accordance with the schedule of fees and reimbursable expenses as provided in each services authorization. The invoices shall be in a format approved by the project manager.
- 5.1.2 CONSULTANT fully acknowledges and agrees that if at any time it performs services on a project contemplated by the parties, such services which have not been, a) fully negotiated, reduced to writing, and formally executed by both COUNTY and CONSULTANT; b) or reduced to writing by COUNTY and signed by COUNTY; then CONSULTANT shall perform such services without liability to COUNTY, and at CONSULTANT's own risk.
- 5.1.3 For other than lump-sum contracts, COUNTY shall only be obligated to pay for those services that CONSULTANT can demonstrate are reasonable, provable, and within the scope of services of any services authorization.

5.2 Compensation.

Within the Services Authorization associated with each Project, COUNTY and the CONSULTANT may agree on, but not be limited to, one of the methods of compensation outlined in Subsections 5.2.2, or a method of compensation established within the Services Authorization or as required by the project Funding Agency. Reimbursable expenses shall be as defined in Subsection 5.3.

5.2.1 Methods of Compensation.

- 5.2.1.1 Lump Sum: For Services rendered, COUNTY shall pay CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon and set forth in the Services Authorization. CONSULTANT will invoice COUNTY monthly, based upon CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.
- 5.2.1.2 Percent of Construction Cost: When Percent of Construction Cost is used to establish compensation for the design and contract administration services, the actual construction costs on which compensation is determined shall exclude legal fees, administrative costs, engineering fees, land rights, acquisition costs, water costs and interest expense incurred during the construction period. CONSULTANT will invoice COUNTY monthly, based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

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- 5.2.1.3 Hourly Plus Direct Cost. Compensation will be for personal time and expense directly attributable to an assigned task by COUNTY. The Engineer will render to COUNTY for performed services, an itemized bill once each month for services ad defined in the Service Authorization

5.3 Reimbursable Expenses.

"Reimbursable Expenses" shall mean the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel outside Bradford County; obtaining bids or proposals from contractor(s); toll telephone calls and telegrams; furnishing and maintaining field office facilities when not included in construction contract/funding; reproduction of reports, drawings and specifications, and similar project-related items.

5.4 Payments by Owner.

- 5.4.1 All services payment shall be made by COUNTY to CONSULTANT within thirty (30) calendar days of COUNTY's invoice receipt thereof (payment period), unless, within the payment period, COUNTY, (1) notifies CONSULTANT of an objection to the payment amount, and (2) either provides CONSULTANT with a determination of the proper payment, or (3) requests further information from CONSULTANT so that a proper payment can be derived and agreed upon by the parties.

5.5 Records.

CONSULTANT also agrees to maintain, and to cause each subconsultant to maintain, complete and accurate books and records (books) in accordance with sound accounting principals and standards, and relating to all Services and the project, and the related costs and expenditures to COUNTY that have been contracted for and paid during the life of any Specified Authorization.

5.6 Late Payment.

If COUNTY fails to make any payment due to CONSULTANT for Services and expenses within forty-five (45) days after receipt of CONSULTANT's invoice, or within thirty (30) days of receipt of project funds released to COUNTY from the project funding agency; therefore, the amounts due CONSULTANT shall include a charge at the rate of one percent (1%) per month simple interest from the thirtieth (30th) day, and, in addition CONSULTANT may, after giving seven (7) calendar days prior written notice to COUNTY, suspend services under this continuing services agreement until CONSULTANT has been paid, in full, amounts due it for Services and expenses. Any portion of an invoice that is objected to or questioned by COUNTY in accordance with Subsection 5.4 shall not be considered due for the purposes of this Subsection.

5.7 Overtime.

Overtime will be paid by COUNTY only if authorized in advance by COUNTY for work to be performed to meet a particular deadline for which there is insufficient time to accomplish the task during normal hours, through no fault of CONSULTANT.

5.8 Scope, Cost and Fee Adjustment.

- 5.8.1 General. CONSULTANT or COUNTY may at any time notify the other of requested changes to the scope of services as set forth in a services authorization. The notification shall state the scope modification and an adjustment of the cost estimate and fee specified in the subject services authorization to reflect such modification. The cost and fee adjustment due to modification in the scope of services may be calculated utilizing the same method of compensation applicable to the services authorization prior to the scope modification. CONSULTANT and COUNTY understand that, unless the cost and fee adjustment is within a previously approved budget, any change to the scope of services must be approved or authorized by the Board of County Commissioners of Bradford County, Florida. If the cost and fee adjustment is within a previously approved budget for changes to the scope of services for the overall project, the change may be approved by COUNTY.
- 5.8.2 Scope Reduction. COUNTY shall have the sole right to reduce (or eliminate, or whole or in part) the scope of any project at any time and for any reason, upon written notice to CONSULTANT specifying the nature and extent of the reduction. In such event CONSULTANT shall be fully compensated for the services already performed, including payment as defined elsewhere herein of all project-specific fee amounts due and payable prior to the effective date stated in COUNTY's notification of the reduction and for a maximum of five (5) days' demobilization costs. CONSULTANT shall also be compensated for the services remaining to be done and not reduced or eliminated on the project.
- 5.8.3 Scope Suspension. COUNTY may, at any time and for any reason, direct CONSULTANT to suspend work (in whole or in part) under this continuing services agreement. Such direction shall be in writing, and shall specify the period during which Services shall be stopped. CONSULTANT shall resume its services upon the date specified, or upon such other date as COUNTY shall be added to the applicable services authorization term; provided, however, that any work stoppage not approved or caused by the actions or inactions of COUNTY shall not give rise to any claim against COUNTY by CONSULTANT. COUNTY agrees to compensate CONSULTANT for its reasonable and provable costs attributable to any delay approved or caused by the actions or inactions of COUNTY.

5.9 Sales Tax.

Under present Florida law, COUNTY is exempt from sales taxes imposed upon professional services when COUNTY purchases such services directly. COUNTY agrees to pay actual taxes (exclusive of any multiplier) imposed upon CONSULTANT, for COUNTY projects, for CONSULTANT's purchase of subconsultant services, or materials, except for qualified sales for resales. COUNTY and CONSULTANT agree that this Subsection may be modified by Services Authorization, in the event of future changes to Florida law that affect the parties, terms or conditions of this continuing services agreement.

5.10 Payment Withheld.

When COUNTY has reasonable ground belief, or information to believe that, (1) CONSULTANT will be unable to perform the Services under any Services Authorization within the related project term; or (2) a meritorious claim exists against CONSULTANT or COUNTY arising out of CONSULTANT's negligence or CONSULTANT's breach of any provision of this continuing services agreement or any services authorization; then COUNTY may withhold a payment otherwise due and payable to CONSULTANT; provided, however, that COUNTY shall not unreasonably withhold other services authorization payments that may not otherwise be in dispute.

5.11 Termination.

Upon the termination of this continuing services agreement, or any services authorization issued under this agreement, CONSULTANT shall prepare a final and complete payment statement for all services and reimbursable expenses incurred since the posting of the last payment statement, and through the date of termination. The final payment statement shall be subject to all of the provisions described in herein.

5.12 Final Payment.

The acceptance by CONSULTANT, its successors, or assigns, of any final payment due upon the termination of this continuing services agreement or any services authorization, shall constitute a full and complete release of COUNTY from any and all claims or demands regarding further compensation for authorized Services rendered prior to such final payment that CONSULTANT, its successors, or assigns have or may have against COUNTY under the provisions of this continuing services agreement, unless otherwise previously and properly filed pursuant to the provisions of this continuing services agreement, or in a court of competent jurisdiction. This subsection does not affect any other portion of this continuing services agreement that extends obligations of the parties beyond final payment.

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SECTION 6.
PROJECT COST ESTIMATES

6.1 Consultant's Estimate of Project Construction Cost.

Any estimated project construction cost provided to COUNTY by CONSULTANT under this continuing services agreement or any services authorization issued under this continuing services agreement shall be deemed to mean the total cost to COUNTY of those portions of the entire project designed and specified by CONSULTANT, but will not include CONSULTANT's compensation and expenses, the cost of land rights-of-way, or compensation for or damages to properties, unless the applicable services authorization so specifies; not will it include COUNTY's legal, accounting, insurance-counseling, or auditing services, or interest and financing charges incurred in connection with the project, or the cost of other services to be provided by others to COUNTY.

6.2 Consultant's Estimate of Probable Cost.

Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT's opinions of total project cost and construction cost estimate provided for hereinabove are to be made on the basis of CONSULTANT's experience and qualifications, and represent CONSULTANT's best judgment as an experienced and qualified professional which is familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by CONSULTANT.

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SECTION 7.
TERMINATION OF AGREEMENT

This continuing services agreement may be terminated by either party by delivering a thirty (30) day written notice to the other party. In the event of the termination of this continuing services agreement, any liability of one party to the other arising out of any Services rendered, or any act or event occurring prior to the termination, shall not be deemed to be terminated or released. CONSULTANT shall be paid for Services completed prior to receipt of the termination notice and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to CONSULTANT will exclude any and all anticipated supplemental costs, administrative expenses, overhead and profit on uncompleted services.

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SECTION 8.
SUSPENSION OF AGREEMENT

COUNTY has the right to suspend CONSULTANT's Services pursuant to any services authorization. However, if COUNTY suspends CONSULTANT's services pursuant to any services authorization, COUNTY will add to the period of service for such services authorization a period not less than the duration of such suspension and compensate CONSULTANT for its reasonable and provable costs, profits (as agreed to by COUNTY), and losses (including overhead costs, reimbursable and subconsultant expenses incurred) associated with demobilization for such suspended service.

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SECTION 9.
NOTICES TO PARTIES

All notices denominated as such by this Agreement, or the Bradford County Code of Ordinances, or Florida or federal law, required to be given to CONSULTANT hereunder shall be in writing, and shall be given by hand-delivery or United States mail, postage paid, addressed to:

_____ ; and

All notices required to be given to COUNTY shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, to COUNTY and County Clerk, separately, at:

Board of County Commissioners of Bradford County, Florida
Attention: County Manager
945 N. Temple Avenue
Starke, Florida 32091

Either party may change its address, for purposes of this Subsection, by written notice to the other party given in accordance with the provisions of this Subsection.

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SECTION 10.
CONFLICT OF INTEREST

CONSULTANT represents and warrants unto COUNTY that no officer, employee, or agent of COUNTY has any interest, either directly or indirectly, in the business of CONSULTANT to be conducted hereunder. CONSULTANT further represents and warrants to COUNTY that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this continuing services agreement, and that it has not paid, or agreed to pay, or given or offered any fee, commission, percentage, gift, loan, or anything of value to any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for CONSULTANT, in consideration for or contingent upon, or resulting from the award or making of this continuing services agreement. Further, CONSULTANT also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this continuing services agreement, to employ or retain the services of any person, company, individual or firm in connection with carrying out this continuing services agreement. It is absolutely understood and agreed by CONSULTANT that, for the breach or violation of this section, COUNTY shall have the right to terminate this continuing services agreement without liability and its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any value paid by CONSULTANT.

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SECTION 11.
INDEMNIFICATION AND INSURANCE

11.1 Indemnification.

CONSULTANT agrees to indemnify and hold harmless COUNTY, its representatives, employees, and elected and appointed officials, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of any professional services rendered under this continuing services agreement or any services authorizations issued pursuant to this continuing services agreement. For purposes of compliance with Florida law, CONSULTANT acknowledges that this provision shall be deemed a part of the project specifications or the bid documents.

11.2 Insurance.

11.2.1 General Provisions.

CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and any other insurance necessary to fully protect it from claims of the nature that are detailed below, that may arise out of, or result from, CONSULTANT's operations, performance, or services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether CONSULTANT's operations are by CONSULTANT, any of its agents or subconsultants, or anyone for whose act or acts it may be liable. CONSULTANT's insurance carrier shall be licensed to do business in the state of Florida and shall have an A.M. Best Rating of "A" or better. The insurance required by this subsection shall be written for not less than the limits of liability specified below, or required by law, which ever is greater, and shall include contractual liability insurance as applicable to CONSULTANT's obligation under this Agreement.

CONSULTANT shall provide evidence of both General (Public and Property) Liability and Professional (Design Errors and Omissions) Liability Insurance in the form of a certificate of insurance issued on behalf of COUNTY by companies acceptable to COUNTY at the following minimum limits and coverages with deductible amounts acceptable to COUNTY:

Comprehensive General Liability Insurance: (COUNTY is to be named as an additional insured)	\$ 1,000,000.00
Professional Liability Insurance: (Design Errors and Omission)	\$ 1,000,000.00

11.2.2 Additional Insurance Requirements.

CONSULTANT shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by COUNTY, nor shall CONSULTANT allow any subconsultant to

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commence work on a subcontract until all similar insurance required of the subconsultant has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by Department of Insurance of Florida which maintain a Best Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

- 11.2.2.1 Loss Deductible Clause: COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of CONSULTANT and or subconsultant providing such insurance.
- 11.2.2.2 Workers' Compensation Insurance: CONSULTANT shall obtain during the life of this Agreement, Workers' Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all CONSULTANT's employees connected with the work of this project and, in the event any work is sublet, CONSULTANT shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by CONSULTANT. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for COUNTY is not protected under the Workers' Compensation statute, CONSULTANT shall provide, and cause each subconsultant to provide adequate insurance, satisfactory to COUNTY, for the protection of CONSULTANT's employees not otherwise protected. The policy shall include an appropriate waiver of subrogation provision in favor of COUNTY.
- 11.2.2.3 CONSULTANT's Public Liability and Property Damage Insurance: During the life of this Agreement CONSULTANT shall maintain COMMERCIAL AUTOMOBILE COVERAGE, this policy should name COUNTY as an additional insured, and shall protect CONSULTANT from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, and the amounts of such insurance shall be the minimum limits as follows:

11.2.3 Automobile Bodily Injury Liability and Property Damage Liability.

The policy and coverages shall include:

- \$1,000,000 Combined single limit per occurrence (each person, each accident)
- All covered automobiles will be covered via symbol 1;

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- Liability coverage will include hired and non-owned automobile liability; and
- Include Waiver of Subrogation in favor of COUNTY.

11.2.4 Comprehensive General Liability (Occurrence Form):

This policy should name COUNTY as an additional insured and should indicate that the insurance of CONSULTANT is primary and not contributory over the insurance of COUNTY. The policy and coverage shall include:

- \$2,000,000 GENERAL AGGREGATE;
- \$1,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE;
- \$1,000,000 PER OCCURRENCE;
- \$1,000,000 PERSONAL AND ADVERTISING INJURY; and
- Include Waiver of Subrogation in favor of COUNTY.

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SECTION 12.
MISCELLANEOUS PROVISIONS

12.1 Non-Exclusive Agreement.

This continuing services agreement is non-exclusive, and may be terminated at COUNTY' s convenience with the proper notice having been given to CONSULTANT pursuant to the requirements of this agreement. It is understood and acknowledged that the rights granted herein to CONSULTANT are non-exclusive, and COUNTY shall have the right, at any time, to enter into similar agreements with other engineers, architects, landscape architects, planners, consultants, CONSULTANTs, subconsultants, and so forth, to have them perform such professional services as COUNTY may desire.

12.2 Ownership of Documents.

Upon project completion and payment of all fees due CONSULTANT, CONSULTANT shall deliver to COUNTY and COUNTY shall have the unlimited rights, for the benefit of the COUNTY, in all original drawings, designs, specifications, notes and other CONSULTANT work produced in the performance of this continuing services agreement or in contemplation thereof and all record and sealed drawings produced after completion of the work, including the right to use same in furtherance of any other COUNTY work. All work prepared by CONSULTANT pursuant to this continuing services agreement shall be instruments of service for the project. They are not intended or represented to be suitable for reuse by COUNTY or any others for any other project. Reuse for another project without written verification or adoption by CONSULTANT for a specific purpose will be at COUNTY risk. Any such verification or adaptation, if required by COUNTY of CONSULTANT, will entitle CONSULTANT to further compensation at rates to be agreed by COUNTY and CONSULTANT. The original set and one additional copy of sealed plans and specifications shall be delivered to and become the property of COUNTY upon completion of the work by CONSULTANT. Further, in addition to the hard copies described, an electronic copy will be sent by email to the project manager.

12.3 Local, State and Federal Obligations.

12.3.1 Discrimination.

CONSULTANT, for itself, its delegates, successor-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of services to COUNTY hereunder, no person shall be excluded from participation in, deny the benefits of, or otherwise subjected to discrimination in regard to this agreement on the grounds of such persons' race, color, creed, nation origin, disability, marital status or sex; and 2) CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this subsection, COUNTY shall have the right to terminate this continuing services agreement, with cause, as described above.

12.3.2 Compliance with Laws and Regulations.

CONSULTANT and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which may pertain or apply to the Services that may be rendered hereto, or to the wages paid by CONSULTANT to its employees. CONSULTANT shall also require, by contract, that all subconsultants shall comply with the provisions of this subsection.

12.2.3 Licenses.

CONSULTANT shall, during the life of this continuing services agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, and federal law, in order for CONSULTANT to render its services or work as described herein. CONSULTANT shall also require all subconsultants to comply by contract with the provisions of this subsection.

12.2.4 Compliance with New Regulations.

CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for COUNTY or CONSULTANT to qualify for local, state, or federal funding for the Services to be rendered by CONSULTANT, then CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If CONSULTANT is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for services to be rendered herein, then COUNTY shall have the right, by written notice to CONSULTANT, to terminate this continuing services agreement for convenience. Furthermore, if CONSULTANT's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this continuing services agreement, or to any services authorization, then COUNTY agrees, upon sufficient proof of material changes as may be presented to it by CONSULTANT, to amend all related COUNTY/CONSULTANT contractual obligations, and to revise such project budgets accordingly.

12.4 Dispute Resolution and Exclusive Venue.

As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then COUNTY shall select the mediator who, if selected solely by COUNTY, shall be a mediator certified by the Florida Supreme Court. No suit or other legal proceeding shall be filed until the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference. The sole and exclusive venue for any mediation shall be in Bradford County, Florida. Any legal proceeding of any nature brought by either party against the other to enforce any right or

obligation under this continuing services agreement or any services authorization issued under this continuing services agreement, or arising out of any matter pertaining to this continuing services agreement or the work to be performed hereunder, shall be submitted for trial, without a jury, before the Circuit Court of the Judicial Circuit, in and for Bradford County, Florida. The parties consent and submit to the jurisdiction of such court pursuant hereto. COUNTY and CONSULTANT expressly waive all rights to trial by jury regarding any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this continuing services agreement, or arising out of any matter pertaining to this contract or the work to be performed hereunder. As noted herein, the sole and exclusive venue for any litigation or other legal proceeding between the parties shall be the Circuit Court of the Judicial Circuit in and for Bradford County, Florida.

12.4 Severability of Agreement Provisions.

If any provision or portion of this continuing services agreement is held to be invalid, unenforceable, unconstitutional, the remainder of this continuing services agreement or portions thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

12.5 Entirety of Agreement.

This document constitutes the entirety of the continuing services agreement between COUNTY and CONSULTANT as it pertains to the subject matter contained herein and this continuing services agreement therefore supersedes all prior written or oral agreements, understandings, or representations with regard to the subject matter contained herein.

12.7 Amendments or Alterations to Agreement.

No amendment, change or alteration to this continuing services agreement shall be made other than in writing and signed by both COUNTY and CONSULTANT.

12.8 Effective Date of Agreement.

This continuing services agreement shall become effective immediately upon execution of this continuing services agreement by both COUNTY and CONSULTANT.

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