

REQUEST FOR QUALIFICATIONS

ENGINEERING SERVICES

FOR THE DESIGN & PERMITTING FOR THE

PAVING/RESURFACING

OF 6.5 MILES OF REID STAFFORD/GLEN

NURSERY ROAD

RFQ #RD2016-01



Issued By:
Baker County Board of County Commissioners
55 N. 3rd St.
Macclenny, FL 32063
(904) 259-3613
[Website: http://www.bakercountyfl.org](http://www.bakercountyfl.org)

Date of Issue: September 1, 2016
Due Date/Time for Receipt of Proposals:
September 27, 2016 at 3:00 PM

SECTION 1: PROJECT INFORMATION

- 1.1 PURPOSE:** The Baker 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 Engineering Services for Baker County.
- 1.2 PROJECT SUMMARY:** The Scope of Services is intended to provide Engineering/Surveying Services for the paving and resurfacing of ±6.5 miles of Reid Stafford/Glen Nursery Road which is an existing road with paved and unpaved sections. Services under this contract may include any or all of the items listed under the “Consultant Scope of Services for Engineering Services”, attached hereto as Attachment “A”, or services not specifically mentioned, but directly related to the specifics of this project.

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	September 1, 2016
Deadline for Questions	September 15, 2016
Proposal Due Date	September 27, 2016
Committee Evaluation/Short-list/Ranking	October 14, 2016
Recommendation/Award	October 18, 2016
Contract Negotiations Completed	October 27, 2016
Board Approval and execution of contract	November 1, 2016

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

- 2.2 SUBMISSION OF STATEMENT OF QUALIFICATIONS (RFQ).** An original and four (4) copies of the proposal plus one (1) electronic copy shall be sealed and clearly marked on the outside: **“Request for Qualifications – For Engineering Services, RFQ# RD2016-01”**.

Proposals must be in writing, and may be submitted by the Proposer in person, by courier or overnight to:

Baker County Board of County Commissioners
55 N 3rd Street
Macclenny, FL 32063

Proposals must be received no later than 3:00 PM September 27, 2016. Facsimile proposals are not acceptable. Any proposals received after this date and time will be rejected and returned un-opened to the proposer. Proposals will be opened at the County Administration office on **September 27, 2016 at 3:05 PM.**

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.

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

2.3 Amendments to Public Meetings and Public Records Laws for Government contracting

(Effective July 1, 2012): Pursuant to recent changes in Florida Statutes, Chapter 119.071 (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information may be released to the public once the Board provides a notice of intended decision or 30 days after the bid opening, whichever is earlier.

Pursuant to recent changes in Florida Statutes Chapter 286.0113 (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a vendor is conducted as part of the “competitive negotiation” process at which a vendor makes an oral presentation or answers questions as part of the “competitive solicitation” process are exempt from public meeting requirements until the Board provides notice of an intended decision or until 30 days after bid opening, whichever is earlier. Any portion of a committee meeting at which negotiation strategies are discussed is exempt.

A complete record shall be made of any portion of an exempt meeting; no portion may be held off the record. The recording of and any records presented at the exempt meeting are exempt from FS119.071 until such time as the board provides notice of an intended decision or 30 days after opening the bids, proposals or final replies.

Please refer to Florida Statutes Chapter 119.071, Chapter 255.0518 and Chapter 286.0113 for further details.

2.4 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 COUNTY ROAD SUPERINTENDENT’S OFFICE (see contact information below).

2.5 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 email or letter. The request must contain the submitter’s name, address, phone number, facsimile number, and email address and addressed to:

Robert Fletcher
Road Superintendent
PO Box 183
Sanderson, FL 32087
(904) 275-2373
Email: robert.fletcher@bakercountyfl.org

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".

2.6 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.

2.7 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 proposer's understanding of General Engineering services being requested.
- 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 cover letter shall be signed by the person authorized to bind the proposer into any agreement with the County.

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:

- 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 472.021
- g. A brief statement of the firm's background.

Section 2 – Firm's Approach to provide general engineering services for this project

Baker County will select one (1) firm for engineering services for design, cost estimate, and permitting, if necessary, for the paving/ resurfacing and drainage improvements for Reid Stafford Rd/Glen Nursery Rd beginning at CR-229 S and ending at CR-125 S.

Baker County is looking for a consultant that can provide quality design, permitting and surveying services for this existing county road that features paved and unpaved segments. Due to very limited right-of-way on some roadway segments, Baker County will be seeking a firm that can use a variety of standard and innovative designs that will control traffic speed and that will maximize compliance with applicable road safety standards. In this section describe how your firm will staff, administer, and provide design services for this project. Who will be your project manager and how will he/she approach the management of this project? What cost savings measures can your firm provide when working on this project? How will your firm keep the project on schedule? If your firm can not provide all of the Engineering Services as listed in Attachment "A", provide a list of sub-consultants and, in Section 4, provide the same supporting documents for all sub-consultants.

Section 3 – Quality Control – Give a brief description as to your firm's Quality Control Plan.

Section 4 – Staff Qualifications and Project Team – Start the section by introducing the designated project manager and the project team. Remember that the selection 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 page résumé that includes a summary of relevant professional qualifications, relevant project experience, education, and professional registration.

Section 5 – Related Experience and References -

List three representative projects that your firm has recent experience with and provide a one page summary for each. The representative project summaries should indicate the project scope, how your firm approached project management, if there was any cost savings approach in the design or construction. Include the project fees received, estimated or actual construction costs and any change orders that may have been required.

For the projects listed above provide references that include the following information:

- Client name, address, phone numbers, fax numbers and email addresses
- Description of all services provided
- Project Manager/Design Engineer (Name, Title and contact information)
- Performance period
- Total amount of contract

Section 6 – Schedule and Availability – Describe your projected resource availability for projects. Describe how your firm will meet quick turn-around times on work authorizations.

Section 7 – 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 Baker County to issue a Standard Contract for Professional Services for this project. Any contract negotiated with any firm 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 Baker 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 that 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 Baker 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 County Manager, 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. Each firm should submit documents that provide evidence of capability to provide the services required for the committee’s review for short-listing purposes.
- 3.3 Evaluation Criteria.** A 100-point formula scoring system will be utilized based upon the following criteria:
1. Compliance with RFQ Instructions – 5 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. A proposal needs to provide the required information in a simple but detailed format.
 2. Firm’s Approach to provide general engineering services – 25 points
The proposal will be evaluated on the consultant’s approach to staffing, administration, and to provide design services for this project. Consideration will be given on any cost saving and innovative design approach due to the limited right of way issues for this project.
 3. Quality Control – 10 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- 15 points
The proposals will be evaluated on the basis of the consultant’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 consultant’s background, including the number of years in business.
 5. Experience with Similar Projects and Baker County – 20 points
The proposal will be evaluated on the basis of similar project experiences. Projects completed for Baker County other Counties or Municipal and other state or federal agencies will be considered.
 6. Schedule and Availability- 15 points
The projected resource availability will be evaluated in the choice of the consultants, although Baker County understands that the actual beginning and completion dates of projects are subject to the notice to proceed. A firm’s close proximity to Baker County would be important to availability.
 7. References- 10 points
The proposal will be evaluated based on submittal of references.

- 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 make recommendation to the Board of County Commissioners, who has final approval authority. If there is consensus from the Evaluation Committee that less than three (3) firms should be selected, the Evaluation Committee will record its reasons for presentation to the Board. 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.
- 3.5** The County reserves the right to make selections based on the submittals only or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.

SECTION 4. CONTRACT PROCEDURES

- 4.1 Presentation to the Board:** The County Manager shall submit an agenda item for presentation to the Baker 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 firms.
- 4.2 Competitive Negotiations:** Approval of the recommendation to award by the Baker County Board of County Commissioners will constitute authorization to negotiate with the top-ranked firms. 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. Baker County shall negotiate a contract with the top ranked firms for professional services at compensation which Baker 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 Baker County be unable to negotiate a satisfactory contract with the top ranked firms 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:** County Administration 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”

**Consultant Scope of Services for
Engineering Services
Board of County Commissioners, Baker County, Florida**

The Baker County Road Department desires to secure the following required Engineering Services, but not limited to:

Engineering Services

- A. Surveying
- B. Road Design
- C. Pavement Design
- D. Drainage/Storm Water Design
- E. Maintenance of Traffic Plans
- F. Signing and Pavement Markings
- G. Bid Package Preparation/Assistance

Consultants may hire sub-consultants to be used for portions of the required services; however, the primary consultant must be responsible for all of the work performed.

ATTACHMENT "B"

Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. RFQ# RD2016-01	Addendum # _____ through # _____ Initial: Date:
Person Completing RFQ (Signature)	
Name (Printed):	Title:

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

ATTACHMENT "C"

BAKER 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.

Request for Qualifications

Contract for Engineering Services for Paving Resurfacing of a portion of Reid Stafford Rd/Glen Nursery Rd RFQ# RD2016-01

_____ 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 APPREAEED 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 _____, 20____.

(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. _____
RFQ# _____

**CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
FOR BAKER COUNTY, FLORIDA**

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

WHEREAS, the County desires to obtain continuing professional engineering services for
Resurfacing a section of Reid Stafford Rd/Glen Nursery Rd ; and

WHEREAS, said services are more fully described in the Scope of Services, Attachment
"A", which is attached hereto and made a part hereof; and

WHEREAS, the Consultant desires to render certain professional engineering 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

2.1 Consultant shall provide professional engineering services in accordance with the Scope of Services set forth in Attachment “A”, attached hereto and incorporated by reference, and any additional services as may be specifically designated and additionally authorized by the parties. Such additional authorizations will be in the form of a Work Authorization. Each Work Authorization shall set forth a specific scope of services, the amount of compensation and the required completion date.

2.2 The services shall be performed on an “as needed” basis per project and by Work Authorization to this contract. Each Work Authorization shall be approved by the Board of County Commissioners or their authorized designee.

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 _____ to act on the County’s behalf with respect to the Scope of Services. The Road Superintendent, under the supervision of the County Manager 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 until the scope of services and construction is complete or for a one year period, beginning on the date of its complete execution. 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 “Loaded Billing Rates”, which is attached hereto as Attachment “B”, and incorporated herein as if set forth in full.

5.2 Consultant shall prepare and submit to the Road Superintendent, 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 therefor.

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.

5.4 Final Invoice per Work Authorization: In order for both parties herein to close their books and records, the Consultant will clearly state “Final Invoice” on the Consultant’s final/last billing to the County. This indicates that all services have been performed and all charges and

costs have been invoiced to the County and that there is no further work to be performed on the specific project.

5.5 Labor Unit rates shall be established at the beginning of this Agreement. The labor unit rates are set forth in Attachment “B”.

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 Attachment “A”;
- 7.3** Loaded Billing Rates attached hereto as Attachment “B”;
- 7.4** Request for Qualifications for Engineering Services Continuing Contract
- 7.5** Proposal submitted by Consultant in response to the Request for Qualifications for Engineering Services
- 7.6** Any work authorizations, 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.

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 Professional Liability:

- a. Consultant agrees to maintain Professional Liability with limits of not less than \$1,000,000 for professional services rendered in accordance with this Agreement.
- b. Consultant shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period the Consultant shall use his best efforts to ensure that there is no change of the retroactive date on this insurance coverage.
- c. If there is a change that reduces or restricts the coverage carried during the Agreement, the Consultant shall notify the County within thirty (30) days of the change.

14.1.4 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. \$1,000,000 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 nonperforming 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 Baker 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 Baker 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

Baker County Board of County Commissioners
Robert Fletcher, Road Superintendent
PO Box 183
Sanderson, FL 32087
904-275-2373
Robert.fletcher@bakercountyfl.org

With a copy to the County Attorney at:

Rich Komando
1279 Kingsley Avenue #118
Orange Park, FL 32073

CONSULTANT:

[Company Name]
[Company Address]
[City, State Zip]
[Phone No.]
[Fax No.]
[Email]

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. Email and facsimile are acceptable notice effective when received, however, notices 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.

**Baker County,
Board of County Commissioners**

James Bennett

Its: Chairman

Date: _____

ATTEST: _____
Stacie D. Harvey, Clerk

