

## **Consultant Contract**

### **Agreement for Consulting Services**

This Agreement made as of this 10<sup>th</sup> day of March in the year 2020, by and between Putnam County, Florida, a political subdivision of the State of Florida (the "COUNTY"), and Five Points Design Group, Inc. { } an individual, { X } a corporation, { } a partnership, authorized to do business in the State of Florida (the "CONSULTANT"), whose address is: 10135 Gate Parkway North #807, Jacksonville, Florida 32246.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

### **ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Agreement is to provide services for design drainage improvements along St. Johns Avenue Segments 1 and 2. Putnam County wishes to contract for the Engineering Design and Plans Preparation related to this project.

Services of the CONSULTANT shall be under the general direction of the County Public Works Director, who shall act as the County's representative during the performance of this Agreement.

### **PROJECT DESCRIPTION: Design, Permitting, Bidding and Construction Phase Services for St. Johns Avenue Drainage Improvements Segments 1 and 2**

#### **I. PURPOSE**

The purpose of this Agreement is to specify the required services of the CONSULTANT to design and prepare Construction Documents and perform Permitting, Bidding and Construction Phase services for St. Johns Avenue Drainage Improvements Segments 1 and 2.

#### **II. CONSULTANT'S SERVICES**

The CONSULTANT shall design and prepare Construction Documents, construction estimates, acquire permits, provide bidding services and construction administration for roadway and drainage improvements for a portion of St. Johns Avenue from its outfall approximately 1,000 feet west of Zeagler Drive easterly to Kay Larkin Drive, the outfall ditch from St. Johns Avenue northerly to PRC Way, relocating an existing retention pond with a proposed stormwater attenuation facility to be located north of PRC Way and east of the existing outfall ditch, minor reshaping of the open channel conveyance system west of the primary outfall, and reconstruction of the proposed bike path to facilitate changes encountered from the improvements (refer to DEO agreement number HM007 Attachment B – Project Narrative). The proposed improvements along the St. Johns Avenue corridor include roadway widening and storm sewer improvements consisting of a box culvert and ancillary storm runoff collection pipes. For purposes of this Agreement, this work shall be referred to as the PROJECT. The documents prepared, at the

minimum, shall comply with the requirements for a rural minor collector in the FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways, the Putnam County Land Development Code, and directions from the County Public Works Director, or his authorized representative. The CONSULTANT warrants that they will provide all services required to produce a complete and usable project, omissions on the part of the CONSULTANT are not the responsibility of the COUNTY.

### **III. DESIGN AND PERMITTING SERVICES**

The Scope of Work for the CONSULTANT shall include all necessary professional services for the preparation of construction plans, technical specifications, special provisions, agency permits, bid documents and related services to design, apply for permits, and perform specific bidding and construction phase services for the PROJECT.

**Roadway Plans:** The CONSULTANT shall design and prepare construction plans utilizing County-approved alignments and typical sections for approximately 1,700 feet of St. Johns Avenue from approximately 1,000 feet west of Zeagler Drive to Kay Larkin Drive. The typical section within these limits consists of widened pavement to accommodate a future three-lane rural section that includes a center left turn lane to serve the abutting business driveways. The typical section is planned to have both paved and stabilized unpaved shoulders and swales for drainage, all within the existing right-of-way where possible. Existing driveways will be replaced to match existing surface materials to the existing right-of-way lines. The CONSULTANT will prepare a construction cost estimate to facilitate the development of an economical construction budget. The construction estimate will be based on unit prices of the major items. Pavement design for the project will conform to the Putnam County Land Development Code or the governing agency. The CONSULTANT will initially provide preliminary engineering (30% Plans) consisting of a layout utilizing an aerial background, preliminary quantity calculations, a preliminary construction cost estimate, and a review of these items with the COUNTY. Scope excludes tree protection / relocation / replacement plans and excludes landscape plans.

- A. Drainage:** The CONSULTANT shall prepare a drainage map showing the drainage areas contributing to roadside swales, the drainage structures, and the drainage patterns around the project. The CONSULTANT shall identify and size all drainage structures required to drain the area. The CONSULTANT shall consider various drainage features in the design of a system that will protect the road and that can be permitted by regulatory agencies and comply with the Putnam County Land Development Code or the governing agency. Where cross drains and side drains are needed, they will be reinforced concrete pipes with mitered end sections on both ends as allowed by the governing agency. CONSULTANT will provide plans for a piped conveyance system along St. Johns Avenue proposed to be a pre-cast box culvert. CONSULTANT will perform a cursory review of a proposed stormwater attenuation site north of PRC Way with the intent to locate an ultimate discharge at the project outfall ditch. CONSULTANT will design a stormwater attenuation pond site up to six acres in size within the vicinity of the selected site.



- B. Surveys:** The CONSULTANT will provide the Specific Purpose Route Survey required for the project, showing the topography and existing right-of-way lines, per Putnam County standards. The survey will include cross sections at intervals of 100 feet (minimum interval) within the project limits, extending to 10 feet beyond the right-of-way line. The survey will include the location of up to 500 lineal feet of wetlands and up to 20 geotechnical test holes. It is assumed that Temporary Construction Easements (TCEs) will be provided by the abutting property owners as described as a portion of their property and coordinated by the COUNTY; therefore, the survey scope excludes the preparation of sketches and legal descriptions for TCEs. Survey includes topographical survey of up to 3,200 feet of existing outfall ditch with cross sections at intervals of 100 feet and extending to 10 feet beyond the easement line. Survey includes rough staking and topographic survey of up to a 6-acre pond site with topographic data shown at a 100-foot grid. Aboveground utility features will be included in the survey within the project limits; however, the survey scope excludes Subsurface Utility Exploration (SUE). Survey will show horizontal location of utilities (two-dimensional, 2-D) based on above ground utility information as well as designation by utility companies. The survey scope excludes a tree survey. Project network control data will be maintained but a Project Network Control Sheet may not be prepared for the plan set. Survey will be tied to the North American Datum of 1983 (NAD83), State Plane Coordinate System, Florida East Zone. The vertical component will be tied to the North American Vertical Datum of 1988 (NAV88). The deliverable will be an AutoCAD digital file along with a signed and sealed Surveyor's report.
- D. Signing and Pavement Markings:** The CONSULTANT shall prepare notes, tables and special details, and plans for the signing and pavement markings per the FHWA Manual on Uniform Traffic Control Devices and FDOT Design Standards. The road will have centerline and edge line markings. Existing signing will be re-used, and relocated as necessary, to the maximum practical extent.
- E. Permit Applications and Environmental Services:** The CONSULTANT shall be responsible for preliminary coordination with the appropriate regulatory agencies so that design efforts are properly directed toward permit approval. The CONSULTANT's environmental specialist will flag up to 500 lineal feet of wetlands and will provide a listed species evaluation. The CONSULTANT's environmental specialist will provide a reconnaissance-level gopher tortoise survey of up to a 6-acre site comprising not less than 15% of the potentially occupied habitats conducted by an authorized Gopher Tortoise Agent (GTAA). Scope excludes additional gopher tortoise survey, permitting, and relocation efforts.

The CONSULTANT shall prepare a permit package based on preliminary coordination and the regulatory agency requirements at the time of submittal. The permit package shall include site and system design information required by the regulatory agency, applicable sketches and calculations. The CONSULTANT shall respond to the requests of the regulatory agencies

concerning the submitted information. The CONSULTANT will submit the permit packages to the regulatory agencies under the COUNTY name. Permit involvement is anticipated from the following regulatory agencies:

St. Johns River Water Management District (SJRWMD)  
Army Corps of Engineers (ACOE)

#### NPDES Permit Support

The COUNTY will pay all permit application fees and wetland mitigation fees required for this project.

The CONSULTANT shall:

- Attend one (1) pre-application meeting with SJRWMD in Palatka (or as designated by SJRWMD).
- Attend project meetings with the project team as required.
- Prepare written responses up to two (2) Requests for Additional Information (RAI) by the SJRWMD.
- Provide Pre-Construction Notification to ACOE.

**F. Geotechnical:** The CONSULTANT will provide Geotechnical information. Within the roadway corridor project limit, up to six borings will be completed to a depth of 25 feet below the ground surface, located at intervals to be determined along the side of the existing road. Up to three (3) cores of the existing pavement section (asphalt surface and underlying base courses) will be performed to determine the thickness of the existing pavement section. The cores will be located on approximate 500-foot intervals, alternating left and right of the existing roadway centerline. Lane closures for maintenance of traffic (MOT) may be required in order to complete the GEOTECHNICAL work. Additional GEOTECHNICAL work includes up to three (3) borings to a depth of 25 feet below the ground surface within the determined approximate 6-acre pond limits and up to six borings to a depth of 10 feet below the ground surface for the outfall ditch. GEOTECHNICAL information will be provided in a report and in soil log sheets.

**G. Project Meetings:** The CONSULTANT shall attend and participate in project status meetings with the COUNTY.

**H. Utilities:** The CONSULTANT'S utility coordination scope is limited as follows: The CONSULTANT will utilize the Sunshine One-Call (SSOC) system to determine the Utility Agency Owners within the project limits. The CONSULTANT will show the existing utilities on the design plans using information provided by the utility owners. This will reflect two-dimensional (2-D) horizontal location of utilities based on information provided from utility owners. Subsurface Utility Exploration (SUE) is not

included in this scope. The Utility Adjustment Plans will identify existing utilities that will be in conflict with the proposed roadway widening and drainage improvements.

- I. **Maintenance of Traffic (MOT):** A Maintenance of Traffic (MOT) plan will be developed and designed by the CONSULTANT. An MOT plan containing up to three phases of traffic control schemes will be designed.

#### IV. BID PHASE SERVICES

The CONSULTANT will attend a Pre-bid conference, provide responses to bid phase questions, and review the bid packages from each Bidder. The CONSULTANT will summarize its findings in writing and will provide this summary to the COUNTY.

#### V. CONSTRUCTION ADMINISTRATION SERVICES

- A. The CONSULTANT will advise and consult with the COUNTY concerning the construction activities and act as the COUNTY'S representative as provided in the General Conditions of the Contract Documents concerning construction administrative matters as hereinafter described.
- B. The CONSULTANT will attend and represent the COUNTY at preconstruction, progress and project closeout meetings with the Contractor, surveyors or layout personnel and construction quality control testing personnel. The CONSULTANT will review and monitor Contractor's construction schedule and advise the COUNTY of any anticipated project delays and / or early completion indicated through such review and through construction progress observation.
- C. The CONSULTANT will make periodic visits to the work site to observe the progress and report to the COUNTY as to the amount of work complete, the overall quality of executed work, and observed impediments to the successful contract completion. The construction period is expected to last for up to 14 months and one site visit on average per month is included in this scope. The CONSULTANT will not be required to make exhaustive or continuous on-site observations as to the quality or quantity of completed work; the CONSULTANT will not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions incidental thereto. The CONSULTANT'S efforts will be directed toward providing assurance to the COUNTY that the completed project will substantially conform to the contract, plans, and specifications, but the CONSULTANT will not be responsible for the Contractor's failure to perform the construction work in accordance with said documents. Based on on-site observation as an experienced and qualified design professional, the CONSULTANT will keep the COUNTY informed as to the progress of the work, will endeavor to guard the COUNTY against defects and discrepancies and will coordinate with the COUNTY and



the Contractor as to disapproving or rejecting work which fails to meet the project plans, specifications or other Contract Documents.

- D.** The CONSULTANT will check and approve shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data the Contractor is required to submit, but only as to conformance with the overall design concept of the project and compliance with the Plans, Specifications, and other Contract Documents.
- E.** The CONSULTANT will issue all instructions of the COUNTY to the Contractor and will advise the COUNTY on routine Change Orders as required. The CONSULTANT may, as the COUNTY representative, require special inspection or testing of the work (whether or not fabricated, installed or completed). The CONSULTANT will act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the COUNTY and the Contractor and will make decisions on all claims of the COUNTY and the Contractor relating to the execution and progress of the work and all other matters and questions related thereto. The CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.
- F.** Based on the CONSULTANT'S on-site observations as an experienced and qualified design professional and on his review of the Contractor's applications for payment, supporting data, and information received from the COUNTY, the CONSULTANT will determine the amounts owing to the Contractor and recommend approval in writing of payments to the Contractor in such amounts; such recommendations to constitute representations to the COUNTY, that are expressions of the CONSULTANT'S opinion, based on such observations and review, that the work has substantially progressed to the point indicated and that, to the best of the CONSULTANT'S knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents and to any qualifications stated in his approval). By recommending an application for payment, the CONSULTANT shall not be deemed to have represented that the CONSULTANT has made any examination to determine how and for what purposes the Contractor has used the monies paid on account of the Contract Price, or that title to any of the Contractor's work, materials, or equipment has passed to the COUNTY free and clear of any liens, claims, security interests or encumbrances. Such representations shall at no time be considered as a legal obligation of the CONSULTANT.
- G.** The CONSULTANT will, in conjunction with other COUNTY representatives, conduct punch list and final inspections of the in-place work to determine if the work is completed substantially in accordance with the Plans, Specifications and other Contract Documents. These inspections shall form the basis for the CONSULTANT'S review and recommendation for payment on the Contractor's final pay request.

- H.** The CONSULTANT will review Contractor provided record drawings / surveys and other as-built data for installed facilities and bring any apparent discrepancies between the as-built conditions and the design conditions to the attention of the COUNTY. The CONSULTANT will coordinate with the Contractor regarding provision of the construction record drawings prior to final on-site inspections and punch list preparation. It should be noted that the preparation of as-built survey and drawings are the Contractor's responsibility (not the CONSULTANT'S) responsibility.
- I.** The CONSULTANT will prepare statements of completion (qualified if necessary) certifying completion of the work and submit statements in accordance with the requirements of the Contract Documents, the regulatory agencies, and the COUNTY.
- J.** The CONSULTANT shall not be responsible for the acts or omissions of the Contractor or any of the Contractor's Sub-Contractors, Agents, or Employees, or other persons performing any of the work under the construction contract, or of others.
- K.** COUNTY acknowledges that construction administration services as outlined in previous paragraphs will be provided concurrent with Construction & Engineering Inspection (CEI) services. CEI services will be provided by others.

**VI. CONSTRUCTION INSPECTION SERVICES (not included in this scope)**

- A.** CEI services will be provided by others and are not included in this scope.

**VII. GENERAL REQUIREMENTS**

- A. Plan Preparation:** At the conclusion of the design phase of the contract, the CONSULTANT will submit to the COUNTY reproducible plans, legible, and suitable for bidding purposes as shown in the CONSULTANT'S fee estimate. The cover sheet(s) will bear the seal and signature of the Professional Engineer of Record, and the Engineer's signature will be on each sheet within the plans set. The CONSULTANT will also provide a record set of prints containing a seal and signature on each sheet. For recommendations concerning the plans preparation, the CONSULTANT shall refer to the following (as applicable):

- AASHTO POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS
- FDOT PLANS PREPARATION MANUAL
- FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
- FDOT DESIGN STANDARDS
- FDOT DRAINAGE MANUAL
- FDOT SURVEY MANUAL
- FDOT RIGHT-OF-WAY MAPPING HANDBOOK

- FHWA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
- Other standards, manuals, and information as required.

**B. Work Progress:** The CONSULTANT shall, at the COUNTY'S discretion, meet with the COUNTY at the 30%, 60%, and 90% completion stages of the project to review the project progress. The CONSULTANT shall provide up to two (2) 11" x 17" sets of plans at the 60% submittal. At the 90% submittal, the CONSULTANT shall provide up to two (2) 11" x 17" sets of plans, up to two (2) copies of the quantities, up to two (2) copies of the cost estimate, and up to two (2) copies of responses to the 60% submittal. At the Final Submittal, the CONSULTANT shall provide up to one (1) signed and sealed original 11" x 17" plan set, up to one (1) signed & sealed specifications package, up to one (1) copy of the quantities and cost estimate, up to one (1) copy of responses to the 90% submittal, and up to one (1) CD (or other acceptable electronic medium) containing the electronic plan, specs, and cost estimate files. Should additional plans and specifications copies be needed, additional copy fees may be applied by the CONSULTANT.

**C. Scales:** The following approximate scales (based on 11" x 17" plan sheets) will be used for the preparation of drawings under this Agreement:

Drainage Maps: 1" = 500' Horizontal (approximate)

Plan and Profile Sheets: 1" = 40' Horizontal, 1" = 10' Vertical (approximate)

Cross Section Sheets: 1" = 40' Horizontal, 1" = 10' Vertical (approximate)

**D. Americans with Disabilities:** The CONSULTANT shall ensure compliance with all applicable governmental accessibility standards including, without limitation, those applicable under Section 35.151.

## VIII. SCHEDULES AND TIME CONSTRAINTS

Within ten (10) days after receiving the Notice to Proceed, the CONSULTANT shall provide a design schedule and an anticipated payment schedule. The CONSULTANT shall commence services as delineated in the Notice to Proceed, and complete all services within the time frame specified herein.

## IX. CONTRACT SPECIFICATIONS

The COUNTY will furnish a copy of the COUNTY'S standard requirements for the CONSULTANT'S use and incorporation in the bidding and contract documents and specifications. The CONSULTANT shall provide the technical special provisions for the project and modify the standard COUNTY documents as necessary.

## X. PLAN AND SPECIFICATIONS REPRODUCTION



The CONSULTANT will provide Construction Documents, consisting of up to one (1) signed and sealed set of 11" x 17" plans and up to one (1) signed and sealed set of specifications (8 ½" x 11") as shown in the CONSULTANT'S fee estimate. The cost of this is included in the lump sum paid the CONSULTANT as compensation for services required under this Task Assignment. If additional sets of Construction Documents are required by the COUNTY, the CONSULTANT shall furnish such sets at the unit cost provided in the CONSULTANT's fee proposal (under Direct Costs).

Payment for such additional sets shall be made by the COUNTY, upon properly supported invoices, submitted by the CONSULTANT.

## **XI. PLANS AND DOCUMENT OWNERSHIP**

The original plans and specifications will become the property of the COUNTY upon completion of this Project. The CONSULTANT will also supply copies of all drainage and design calculations. Computer systems (CADD) are to be used in the preparation of the construction plans; a copy of all electronic data and drawing files are to be submitted on CD-Rom or other acceptable electronic medium. These will utilize a COUNTY approved CAD software. If other software is used, it is to be translated to the aforementioned software.

## **XII. DOCUMENT PRIORITY**

In the event of a conflict between this Agreement and the attached CONSULTANT's fee proposal, the fee proposal shall govern. The fee proposal, along with all subconsultants' scopes as outlined in their fee proposals, shall be considered a part of this contract.

## **ARTICLE 2 - SCHEDULE**

Within ten (10) days after receiving the Notice to Proceed, the CONSULTANT shall provide a design schedule and an anticipated payment schedule.

## **ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. The County shall pay to the CONSULTANT for services satisfactorily performed Five Hundred Forty Nine Thousand, Eight Hundred Forty Seven Dollars and Forty Cents (\$549,847.40), which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the County monthly.
- B. The invoices received from the CONSULTANT pursuant to this Agreement will be reviewed and approved by the initiating County department, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. The invoice must reference the bid number, the current purchase order number (if any) and specify the work performed.

- C. 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. Since this account will thereupon be closed, any and all other further charges if not properly included on this final invoice shall be waived by the CONSULTANT.
- D. CONSULTANT acknowledges that he/she has reviewed the scope of work and no change orders are anticipated.

#### **ARTICLE 4 - TERMINATION**

This Agreement may be terminated by the CONSULTANT on 30 days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms hereof through no fault of the CONSULTANT. It may also be terminated by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 5 - PERSONNEL**

The CONSULTANT represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 6 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

#### **ARTICLE 7 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S tax exemption number in securing such materials.

The CONSULTANT shall be responsible for payment of his/her own taxes due as a result of this Agreement.

#### **ARTICLE 8 - AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners of Putnam County.

#### **ARTICLE 9 - INSURANCE**

- A. The CONSULTANT shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

CONSULTANT shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to County. All policies shall be occurrence form policies and shall name County as an additional insured, with the premiums thereon fully paid by CONSULTANT on or before their due date. The liability insurance policy shall afford minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof.



Required insurance shall be documented in Certificates of Insurance which provide that County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. New Certificates of Insurance are to be provided to County at least 15 days prior to coverage renewals.

If requested by County, CONSULTANT shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONSULTANT shall, at the option of County, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONSULTANT'S obligation to fulfill the insurance requirements herein.

CONSULTANT shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least \$100,000 each accident, and \$100,000 each employee / \$500,000 policy limit for disease. CONSULTANT shall also purchase any other coverage required by law.

CONSULTANT'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

If checked below, the County requires the following additional types of insurance:

\_\_\_\_\_ Builders Risk. The CONSULTANT shall provide Builders Risk insurance to cover the property for all risks of loss. The policy shall be for the full value of the improvements and include the County as an additional insured as its interest may appear.

  X   Business Auto Liability. Proof of Business Auto Liability shall be provided with minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof. Coverage shall include hired and non-owned auto liability also.

#### **ARTICLE 10 - INDEMNIFICATION**

The CONSULTANT shall indemnify and save harmless and defend the COUNTY, its agents, servants and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any act or omission of the CONSULTANT, its agents, servants, or employees, or which otherwise arises in connection with, the performance of this Agreement.

The CONSULTANT further agrees to indemnify, save harmless and defend the COUNTY, its agents, servants and employees from and against any claim, demand or cause of action included

in the paragraph above and for which the COUNTY, its agents, servants or employees are alleged to be liable.

#### **ARTICLE 11 - SUCCESSOR AND ASSIGNS**

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, legal representatives and permitted assigns.

Neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

#### **ARTICLE 12 - REMEDIES**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Putnam County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 13 - UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code as may be in effect from time to time in Florida shall prevail as the basis for determining the rights and obligations of the CONSULTANT and the COUNTY hereunder.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for by applicable law. The CONSULTANT further represents that no person having any such interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the

CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT may, at his/her option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Agreement.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT 'S control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God; the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions

Upon the CONSULTANT 'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT 'S failure to perform was without its fault or negligence, the timeframes set forth in this Agreement may be amended by written agreement by the CONSULTANT and County Administrator, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent. Such information and data shall be and remains the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

The COUNTY and the CONSULTANT shall comply with the provisions of the Florida Public Records Law.

#### **ARTICLE 18 – PRESS RELEASES AND CONFIDENTIALITY OF INFORMATION**

CONSULTANT agrees that no press releases, articles for professional journals, speeches, or other kinds of publicity concerning the Project shall be released, made or generated by CONSULTANT or its employees without COUNTY'S prior written consent. CONSULTANT shall require all Subcontractors and Suppliers to agree in writing to be bound by the provisions of this paragraph.

#### **ARTICLE 19 – PUBLIC RECORDS COMPLIANCE**

CONSULTANT understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: PUTNAM COUNTY ATTORNEY, (386) 329-1903, PR-REQUESTS@PUTNAM-FL.COM, 2509 CRILL AVENUE, SUITE 200, PALATKA, FL 32177.**

If CONSULTANT will act on behalf of COUNTY, as provided under Section 119.011(2), Florida Statutes, CONSULTANT, subject to the terms of Section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by COUNTY to perform the service;
2. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the contract if CONSULTANT does not transfer the public records to COUNTY;
4. Upon completion of the contract transfer, at no cost to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of the Contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY; and
5. If CONSULTANT does not comply with a public records request, COUNTY shall enforce the Contract provisions in accordance with the Contract.
6. If CONSULTANT fails to provide the public records to COUNTY within a reasonable time, CONSULTANT may be subject to penalties under Section 119.10, Florida Statutes.
7. If a civil action is filed against CONSULTANT to compel production of public records relating to COUNTY'S contract for services, the court shall assess and awards against

CONSULTANT the reasonable costs of enforcements, including attorney fees in accordance with Section 119.0701, Florida Statutes.

## **ARTICLE 20 – AUDITING, RECORDS AND INSPECTION**

In the performance of this Contract, CONSULTANT shall keep books, records and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures. Throughout the term of this Contract, books, records and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of COUNTY and shall be retained by CONSULTANT, for a period of three years after termination or completion of the Contract or until the full COUNTY audit is complete, whichever comes first. COUNTY shall retain the right to audit the books during the three-year period. All books, records and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Contract to determine whether CONSULTANT has the ability to fulfill its contractual obligations to the satisfaction of COUNTY. COUNTY has the right to terminate this Contract based upon the findings in this audit without regard to any notice requirement for termination.

## **ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement, or representation.

## **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, a commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

## **ARTICLE 23 - NONDISCRIMINATION**



The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, national origin or other status protected by law.

#### **ARTICLE 24 - AMENDMENT**

Unless expressly allowed herein, none of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

#### **ARTICLE 25 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 26 - AUTHORITY TO PRACTICE/LAWS, RULES AND REGULATIONS**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and all personnel will maintain licensures indicated in the proposal, and that it will at all times conduct its business activities in a reputable manner. The CONSULTANT agrees that it will abide by all laws, rules and regulations in performance of the Agreement.

#### **ARTICLE 27 – SOVEREIGN IMMUNITY**

COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contracts, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

#### **ARTICLE 28 – EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, CONSULTANT must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, CONSULTANT must:

1. Enroll in the E-Verify Program;
2. Use E-Verify to verify the employment eligibility of all new hires working in the United States, except if CONSULTANT is a state or local government, CONSULTANT may choose to verify only new hires assigned to the Contract;
3. Use E-Verify to verify the employment eligibility of all employees assigned to the Contract; and
4. Include these requirements in certain subcontracts, such as construction.

Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

## **ARTICLE 29 – SCRUTINIZED COMPANIES**

This Contract may be terminated by COUNTY, without penalty to COUNTY:

1. In the event that CONSULTANT is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes; or
2. If COUNTY determines that CONSULTANT falsely certified to COUNTY that CONSULTANT is not listed as a scrutinized company.

Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

## **ARTICLE 30 – SEVERABILITY**

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 31 – MODIFICATION**

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the County's notification of a contemplated change, the consultant shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the County shall issue a contract amendment or change order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties. Contract amendments affecting price changes may be made on behalf of the County in writing signed by the County Administrator subject to those limits set forth in the County's Purchasing Ordinance.

## **ARTICLE 32 - CONTRACT DOCUMENTS**

The other documents which comprise the entire agreement are attached hereto, made a part hereof and consist of the Request for Qualifications 20-05 (RFQ 20-05) and those documents described in the purchase order issued for the services requested and any subsequent Addenda.

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

## **ARTICLE 33 – NOTICE**

Each notice or communication under this Contract shall be deemed delivered and received if in writing and either: (a) personally delivered; (b) delivered by reliable overnight air courier service; (c) deposited with the United States Postal Service or any official successor thereto, certified or registered mail, return receipt requested, with adequate postage prepaid, delivered or addressed to CONSULTANT or COUNTY, as appropriate, or d) sent by email transmission providing proof of transmission (provided, that a copy of such email notice is also forwarded by one of the other methods provided above). Rejection or other refusal by the addressee to accept the notice, and inability to deliver the notice because of a change of address of the party of which no notice was given, shall be deemed to be the receipt of the notice on the third (3rd) day following the date postmarked by the United States Postal Service, or on the second (2nd) day following the date accepted by the courier service.

## **ARTICLE 34 – CONSULTANT EVALUATION**

The Consultant understands performance will be evaluated in accordance with the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code and that the consultant must state in all subcontracts that services performed

*Putnam County Board of County Commissioners*

*RFQ No: 20-05*

*RFQ Name: Professional Services for Engineering Design of St. Johns Ave Drainage Improvements*

by any such sub consultant will be subject to the Professional Consultant Work Performance Evaluation system as defined in Chapter 14-75, Florida Administrative Code.

Putnam County Board of County Commissioners

RFQ No: 20-05

RFQ Name: Professional Services for Engineering Design of St. Johns Ave Drainage Improvements

IN WITNESS WHEREOF, the Board of County Commissioners of Putnam County, Florida has made and executed this Agreement on behalf of the COUNTY and CONSULTANT has hereunto set his/her hand as of the day and year first above written.

ATTEST:

TIM SMITH, CLERK

BY:

Clerk or DEPUTY CLERK



WITNESS:

SIGNATURE

Kali Reynolds

NAME (TYPE OR PRINT)

**PUTNAM COUNTY BOARD OF  
COUNTY COMMISSIONERS:**

BY:

CHAIRMAN

CONSULTANT:

Five Points Design Group, Inc.  
COMPANY NAME

Nancy L. Debs, P.E.  
NAME (TYPE OR PRINT)

President  
TITLE

Nancy L. Debs  
SIGNATURE

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY:

COUNTY ATTORNEY



**NOTICE TO PROCEED**

**Agreement for Consultant Services**

**TO: FIVE POINTS DESIGN GROUP, INC.  
10135 GATE PARKWAY NORTH #807  
JACKSONVILLE, FLORIDA 32246**

**DATE: 03/10/2020**

**PROJECT: DESIGN, PERMITTING, BIDDING AND CONSTRUCTION PHASE  
SERVICES FOR ST. JOHNS AVENUE DRAINAGE IMPROVEMENTS SEGMENTS 1 AND  
2**

You are hereby notified in accordance with the Agreement signed March 10, 2020 you are to commence work on March 11, 2020 and complete design plans and specification submittals for bidding within 180 consecutive calendar days thereafter, assuming timely reviews by Putnam County and involved agencies. The date of construction completion of all work is anticipated to be October 7, 2021.

PUTNAM COUNTY, FLORIDA

BY: 

MIKE NIMITZ  
PUBLIC WORKS INTERIM DIRECTOR

**ACCEPTANCE OF NOTICE**

Receipt of the NOTICE TO PROCEED is hereby acknowledged by:

BY: Nancy L. Debs Nancy L. Debs, P.E.

TITLE: President

THIS 10<sup>th</sup> DAY of March, 2020.

Putnam County Board of County Commissioners

RFQ No: 20-05

RFQ Name: Professional Services for Engineering Design of St. Johns Ave Drainage Improvements

**REQUEST FOR QUALIFICATIONS  
(RFQ 20-05)  
Putnam County, FL**

**PROFESSIONAL SERVICES FOR ENGINEERING DESIGN OF ST. JOHNS AVENUE DRAINAGE  
IMPROVEMENTS FROM CR 309C TO SR 19**

**Financial Project ID: DEO Agreement No. HM007**

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## **PART I – GENERAL INSTRUCTIONS**

### **1. PURPOSE**

A. **Intent of RFQ:** Pursuant to Florida Statute 287.055 (Consultant's Competitive Negotiation Act - CCNA) and in accordance with 40 USC 1101-1104 (Brooks Act), Putnam County, hereinafter referred to as the "COUNTY", is soliciting responses from qualified firms to perform Engineering Design and Plans Preparation for St. Johns Avenue Drainage Improvements Project from CR 309C to SR 19.

B. **Project Description/Scope:** St. Johns Avenue is a high trafficked, east-west minor arterial spine road serving the City of Palatka and Central Putnam County. Many portions of St. Johns Avenue, its side roads, and fronting properties experienced high flooding during Hurricane Irma in September 2017. The installation of improved storm water conveyance and other features will alleviate flooding in the area and increase safety of existing evacuation shelters, health facilities, educational facilities, businesses, and residences.

The proposed improvement covered in this RFQ is a new storm water management facility (ponds) with a closed conduit collection system to replace the existing sporadic ditch collection system.

Putnam County wishes to contract the Engineering Design and Plans Preparation related to this project from a firm pre-qualified by the Florida Department of Transportation for this type of work.

Putnam County Public Works Department shall be the primary manager of project needs and design tasks.

C. **Selection Procedure:** This project is covered by the selection process detailed in the Rule  
a. Chapter 14-75, Florida Administrative Code. Selection will be made directly from Proposals for this project. After ranking of the Consultants, the contract fee will be negotiated in accordance with Section 287.055, Florida Statutes.

### **2. MINIMUM QUALIFICATIONS**

All interested Consultants must be prequalified by the Florida Department of Transportation (FDOT) in the following:

Major Work Group include: Type 3.2 – Major Highway Design

Minor Work Group include: Type 4.1 – Miscellaneous Structures and Minor Bridge Design

**3. PRE-PROSAL MEETING:** A meeting will be held to discuss the RFQ and answer questions on Wednesday, November 20, 2019. located at the Putnam County Governmental Complex, Ste 200 Conference Room located at 2509 Crill Ave, Palatka FL 32177. **Meeting Attendance is Mandatory for the Primary Professional Consultant desiring to submit proposals.**

**4. TIME AND DUE DATE FOR RESPONSES:** Putnam County will accept SEALED responses from qualified firms consisting of individuals, corporations, partnership, and other legal entities authorized to conduct business in the State of Florida no later than 2:00 pm (EDT), **Monday, December 9, 2019.**

**To be responsive,** the firm must submit one (1) original, four (4) duplicate copies, and one electronic copy via USB drive.

## 5. ANTICIPATED PROCUREMENT SCHEDULE – SUBJECT TO CHANGE

### Tentative Schedule

The following schedule is a general guideline for issuance and recommendation of award of this RFQ and issuance of the contract. The County may change the dates of any events of this RFQ and the issuance of the Contract. Any changes to this schedule will be posted on the webpage dedicated to this RFQ.

#### Tentative Dates Scheduled

Issue RFQ	Friday, November 8, 2019
Mandatory Pre Bid Meeting@ 10:30AM	Wednesday, November 20, 2019
Written questions due by 2:00 pm	Monday, November 25, 2019
*submit via email <a href="mailto:Julianne.Young@putnam-fl.com">Julianne.Young@putnam-fl.com</a>	
Proposals Due by 2:00 pm	Monday, December 9, 2019
Public Opening of Proposals	Monday, December 9, 2019
Evaluation Meeting (1)	Friday, December 13, 2019
Presentations	Friday, December 20, 2019 (9-2 pm)
Final Evaluation Meeting	Friday, December 20, 2019
Send Final Ranking to FDEO for Approval (if needed)	Friday, December 20, 2019
Final Contract to FDEO for Approval (if needed)	Friday, December 20, 2019
Contract to BOCC for Award	Tuesday, January 14, 2019

#### **PUBLISH LEGAL NOTICE:**

**Date of first run:** Friday, November 8, 2019

### **PUBLIC BID OPENING**

The County will conduct a Public bid/proposal opening on Monday, December 9, 2019. The meeting will be held at the Government Complex located at 2509 Crill Avenue, Suite 200, Palatka, FL 32177 immediately following the bid close at 2:00pm EST. The meeting is open to the public, bidders are welcome to attend but will not have the opportunity to speak.

### **EVALUATION COMMITTEE REVIEW**

If needed or desired, the County reserves the right to conduct an evaluation committee meeting on Monday, Friday, December 13, 2019, the purpose of this meeting is to create a 'short – list' of proposers which will be invited to participate in the interview and or demonstration process **OR** to create a rank order list to recommend for award. The meeting will be held beginning at 10:00AM EST. The meeting will be held at the Government Complex located at 2509 Crill Avenue, Suite 200, Palatka, FL 32177. The Evaluation Committee Meeting is open to the public; bidders are welcome to attend but will not have the opportunity to speak.

PLEASE NOTE: THE COUNTY HAS AN OPTION TO RECOMMEND AN AWARD(S) BASED ON THE INITIAL EVALUATION COMMITTEE MEETING SCORING AND NOT CONDUCT INTERVIEWS/FINAL EVALUATIONS.

### **PRESENTATIONS**

If needed or desired, The County will conduct a presentations with short-listed firms on Friday, December 20, 2019 (9-2 pm). Presentations will be held in the conference room located at 2509 Crill Avenue,

Suite 200, Palatka, FL 32177 beginning at 9:00am EST. The meeting is open to the public; bidders are welcome to attend but will not have the opportunity to speak. IF presentations are desired a schedule of the assigned presentations will be posted to the webpage dedicated for this RFQ.

## **EVALUATION COMMITTEE FINAL REVIEW**

The County will conduct a final evaluation committee meeting in an effort to identify the rank order in which the committee intends to award the contract to on Friday, December 20, 2019. The meeting will be held in the conference room located at 2509 Crill Avenue, Suite 200, Palatka, FL 32177 and will begin immediately following the last scheduled presentation. The meeting is open to the public; bidders are welcome to attend but will not have the opportunity to speak.

## **6. INQUIRIES**

The County will not respond to oral inquiries. Proposers may submit written, emailed inquiries regarding this RFQ to Julianne Young, General Services Director, at [julianne.young@putnam-fl.com](mailto:julianne.young@putnam-fl.com). The County will respond to inquiries received at least five (5) working days working days prior to the RFQ due date. **The last day for inquiries is Monday, November 26, 2019 at 2:00pm.**

The County will record its responses to inquiries and any supplemental instructions in the form of Q and A and written addenda. Both will be issued through Putnam County website at <http://bids.putnam-fl.com/bids>. It shall be the responsibility of the Proposer, prior to submitting their proposal, to visit the website to determine if Q and A or addenda were issued; acknowledging, and incorporating them into their proposal.

## **7. MODIFICATIONS, RESUBMITTAL, AND WITHDRAWAL OF RESPONSES**

Proposal may be modified or withdrawn by an appropriate document, duly executed, (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of Proposals. Upon receipt and acceptance of such a request, the entire proposal will be returned to the proposer and not considered unless resubmitted by the due date and time. Proposer may also send a change in a sealed envelope to be opened at the same time as the proposal. No proposer may modify a proposal after the appointed proposal opening time.

All questions about the meaning or intent of the Request for Qualifications shall be emailed to Ms. Julianne Young, General Services Director ([julianne.young@putnam-fl.com](mailto:julianne.young@putnam-fl.com)). Replies will be posted on the website. Questions received less than five (5) working days prior to the date for opening of proposals will not be answered. Oral and other interpretations or clarifications will be without legal effect.

**8. RESPONSE SUBMISSION AND WITHDRAWAL:** The County will receive sealed responses or requests for withdrawal at the following address clearly marked on the outside:

Proposals received after the established deadline will not be opened. Proposal documents are exempt from public record for a period of thirty days or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statutes.



## **9. DEVELOPMENT COSTS**

The County shall not be liable for any expense incurred in connection with preparation of a response to this Request for Qualifications. Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of the RFQ.

## **10. KEY CONTRACTOR PERSONNEL**

In submitting a response to this RFQ the respondent is representing that each person listed or referenced in their response package shall be available to perform the services described for the County, barring illness, accident, or other unforeseeable events of a similar nature in which case the respondent must be able to promptly provide a qualified replacement. In the event the respondent wishes to substitute personnel, the respondent shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

**11. DISPUTES/EXCEPTIONS.** Any prospective respondent who disputes the reasonableness or appropriateness of any item within this RFQ document, any addendum to this RFQ document, notice of award or notice of rejection shall file with the General Services Director a written notice of intent to file a protest not later than 4:00 p.m. on the third business day after the issuance of the RFQ document or addenda, or notice of award or rejection. The notice of intent shall set forth the specific reason and facts concerning the dispute, and shall be sent via certified mail or delivered in person to the General Services Director. The notice of intent shall state all grounds claimed for the protest and clearly indicate it as the notice of intent to file a protest. Failure to list a ground for protest in this notice shall constitute a waiver with respect to that ground. However, respondents are advised that any protest based exclusively on disagreement with the technical judgement of evaluators is subject to rejection unless there is clear evidence of arbitrary or capricious action in that regard.

Failure to follow the bid protest procedures prescribed by Putnam County Purchasing Ordinance #2005-35 shall constitute a waiver of protest rights and any resulting claims.

## **12. CANCELLATION**

The County Manager or Designee shall have the right to unilaterally cancel, terminate, or suspend the contract, in whole or part, by providing the firm thirty (30) calendar day's written notice by certified email.

## **13. LIABILITY INSURANCE REQUIREMENTS**

Consultant shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to County. All policies shall be occurrence form policies and shall name County as an additional insured for liability resulting from the conduct of the CONSULTANT and others employed or utilized by the CONSULTANT in the performance of the services, with the premiums thereon fully paid by Consultant on or before their due date.

The liability insurance policy shall afford minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof. Consultant shall purchase and maintain a policy or policies of professional liability insurance.

The liability insurance policy shall afford minimum protection of \$1,000,000 per claim and aggregate.

Required insurance shall be documented in Certificates of Insurance which provide that County shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to County at least 15 days prior to coverage renewals.

If requested by County, Consultant shall furnish complete copies of its insurance policies, forms and endorsements in the event a claim is filed.

For commercial general liability coverage, Consultant shall, at the option of County, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage. Receipt of certificates or other documentation of insurance or policies or copies of policies by County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of Consultant's obligation to fulfill the insurance requirements herein.

Consultant shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. Consultant shall also purchase any other coverage required by law. Consultant's maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

If checked below, the County requires the following additional types of insurance:

       Builders Risk. The Consultant shall provide Builders Risk insurance to cover the property for all risks of loss. The policy shall be for the full value of the improvements and include the County as an additional insured as its interest may appear.

  X   Business Auto Liability. Proof of Business Auto Liability shall be provided with minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof. Coverage shall include hired and non-owned auto liability also.

#### **14. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

The County, in accordance with **Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21**, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the County will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The County encourages DBE and small business firms to compete for professional services projects, and also encourages all other firms to use DBE and small business consultants as subconsultants. However, use of DBE and small business subconsultants is not mandatory and no preference points will be given during the selection process for DBE and/or small business participation. Consultants are required to indicate their intention regarding DBE and non-DBE small business participation by way of FDOT Form No. 375-030-83. The completed form shall note the expected percentage of contract fees to be utilized by "DBE's" and "non-DBE

small businesses". The "DBE" and "non-DBE small business" subconsultant and their respective types of work shall be provided on this form.

Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the Department in this endeavor, consultants should have already submitted their Bid Opportunity List through the Department's Equal Opportunity Compliance System found at the following link

(<https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance>).

If you have not yet completed your bid opportunity list through this online application, please do so at this time. Prime Consultants can obtain access to the new EOC system by filling out the Contractors and Consultants New Users Access Form. Please complete the form and submit it to EOOHelp@dot.state.fl.us. Consultants please be reminded that if you are selected on this project, you need to enter your DBE commitments in the Equal Opportunity Compliance System after contract execution. Also, if you are awarded supplemental agreements as part of this project, the DBE commitments will also need to be reported. Consultants please be reminded that if you are selected on this project, you need to enter your DBE commitments into the Equal Opportunity Compliance System. Also, if you are awarded amendments, the DBE commitments will also need to be reported after the respective invoice has been paid.

## **15. RECORDS RETENTION**

**Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall:**

- 1.** Keep and maintain public records required by the County to perform the services identified herein. Records must be maintained for 5 years.
- 2.** Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- 3.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the public County.
- 4.** Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.
- 5.** If Consultant does not comply with a public records request, County shall enforce the Contract provisions in accordance with the Contract.
- 6.** If Consultant fails to provide the public records to County within a reasonable time, Consultant may be subject to penalties under Section 119.10, Florida Statutes.

7. If a civil action is filed against Consultant to compel production of public records relating to County's contract for services, the court shall assess and awards against Consultant the reasonable cost of enforcements, including attorney fees in accordance with Section 119.0701, Florida Statutes.

## **16. ACCESS TO RECORDS**

Access by grantee, the sub-grantee, the FHWA, the USDOT Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the consultant.

## **17. CONFLICT OF INTEREST**

A consultant firm or its affiliate who was the Designer or Engineer of Record is precluded from bidding on the same project or performing CEI duties.

## **18. FEDERAL DEBARMENT/SUSPENSION/DISCRIMINATORY VENDOR LIST**

An entity or affiliate shall not be Debarred or Suspended in accordance with Executive Order 12549, Debarment and Suspension (2 CFR 1326).

## **19. E- VERIFY LANGUAGE FOR ALL CONTRACTS:**

By Executive Order 11-116, Regarding Federal and/or State Requirements - This purchase action is being supported in whole or in part by Federal and/or State funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "Blow- down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under the contract(s) resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime contractor and subcontractor levels. Upon award of a contract resulting from this solicitation:

- The vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Vendor during the term of the contract; and
- Shall expressly require any contractor and subcontractor's performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

## **20. CONVICTED VENDORS:**

In accordance with Florida Statutes Sec. 287.133(2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.

## **21. PUBLIC OFFICIALS:**

Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

Any County employee, Board member or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney or his designated representative prior to submittal of a response or application of any type to contract with the County. The affected employee or Board member shall disclose his or her assigned function within the County and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statutes 112.313(12) Standards Of Conduct For Public Officers, Employees Of Agencies, And Local Government Attorneys controls contracting with County employees or board members, and provides directions accordingly.

## **22. INSPECTOR GENERAL:**

The Vendor/Contractor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statute

## **23. DEFINITIONS AND ACRONYMS**

Whenever the following terms or pronouns are used in this solicitation, they shall have the meaning given below:

- Addendum - A modification, revision, or clarification.
- Board of County Commissioner's (BCC) - The governing board for Putnam County, Florida
- CCNA – Consultants' Competitive Negotiation Act, Florida Statute 287.055.
- Consultant - The Professional Engineer or Engineering Firm registered in the State of Florida who performs Professional Engineering Services for the County, other than County personnel. The awarded respondent.
- FDOT - Florida Department of Transportation
- \*FDEO – Florida Department of Economic Opportunity
- FHWA - Federal Highway Administration
- Response - The information package submitted by qualified firms.
- Respondent, Consultant, Firm, You, and Your - The consultant, person, firm, or corporation who submits a response.
- Shall, Must, or Will - In this solicitation they indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County.
- Should or May - In this solicitation are permissive in nature. Deviation from such a condition or requirement will not by itself cause automatic rejection of a qualifications package, but may be a factor considered in the overall evaluation process.



## **PART II – SCOPE OF SERVICES**

Putnam County hereafter referred to as the “County” desires to contract for Professional Services to provide engineering design and plans preparation related to St. Johns Avenue Drainage Improvements Project from CR 309C to SR 19.

### **BACKGROUND**

The St. Johns Avenue Drainage Improvement area is located in Palatka, Putnam County, Florida and involves St. Johns Avenue between CR 309C and SR 19. The drainage boundaries considered in this project are as follows: west boundary is CR 309C; east boundary is SR 19; north boundary is Wes Larson Boulevard / PRC Way (south end of airport) / Madison Street; and south boundary is Old Wolf Bay Road / Crill Avenue. The total length of the road within the improvement area is 2.1 miles. This area has been identified by Putnam County as having flood prone areas. Land use is a mix of medical, educational, commercial, light industrial, retail, park, residential, and undeveloped land. Generally, the drainage basin drains towards St. Johns Avenue and drains to an outfall located approximately 4,500’ east of CR 309C. The drainage area contains rural roadways having roadside swales with some drainage inlets and piping. Reports of flooding include facility flooding and street flooding. The objective of this project was to improve the existing conditions and the flood effects of a rain event given the current infrastructure.

St. Johns Avenue is a 2-lane rural roadway with widened pavement for turn lanes at the intersections of Moody Road and SR 19. Side roads are 2-lane rural roadways. Along the roadways, drainage is conveyed through a series of roadside ditches and swales. At the eastern end of the project, from Viking Street to Stillwell Avenue, there are existing large secondary ditches north of St. Johns Avenue in property owned by CSX Railroad. These ditches provide additional storage and conveyance for the roadway.

In September, 2017, Florida suffered the effects of Hurricane Irma, which created bands of extreme rainfall and severe winds. Portions of the roadway along with fronting properties at St. Johns Avenue experienced extreme flooding. Critical healthcare facilities became compromised due to breached roadside ditches and backed-up stormwater ponds. With rising waters, evacuation action was taken to transfer patients to higher elevation areas within the overall facility. City of Palatka and Putnam County emergency personnel created temporary diversion ditches for St. Johns Avenue drainage to relieve the flooded areas at critical locations around facilities. Other facilities, such as the local fronting college, also experienced severe property flooding and building damage.

An HMGP Application has been submitted for the entire corridor that has the project broken up into 6 segments. The application contains a proposed drainage improvement scenario. The proposed improvement scenario consists of installing a new, continuous conveyance from the eastern extents of the study area west to a new storm water management facility (pond) located near the central outfall swale. A conceptual drainage model of a closed conduit collection system was been developed. In this scenario, a large 4’ x 8’ box culvert was added to replace the existing sporadic ditch collection system. The eastern extents of the piped system was proposed to be a 43” X 68” elliptical RCP. Given the sporadic nature of the existing ditch system and the limited available survey data for the overall study area, it was not possible to develop a model of the existing system. For the purposes of this conceptual study, a 25-year storm event was modeled. The closed conduit system was sized to avoid flooding during this event. The 100-year event was also modeled to estimate the level of flooding to be expected as a result of the proposed improvements. The results indicated that some level of



street flooding can be expected for the 100-year event. However, this will be an improvement beyond the current flood conditions. Please review the HMGP application for further details.

### **SCOPE OF SERVICES SUMMARY**

The scope of work shall include all necessary professional services for the preparation of construction plans, technical specifications, special provisions, documents for County review, bid documents and incidental engineering services, as necessary, to design, conduct environmental reviews, & apply for all applicable permits, for the proposed St. Johns Avenue Drainage Improvements Project from CR 309C to SR 19 detailed in the HMGP application. Permits to be obtained by the consultant include St. Johns Water Management District and Army Corps of Engineers if required.

The final engineering design process shall produce contract plans, specifications, and cost estimates (PS&E). These documents shall contain all the construction details, contract provisions, permits, agreements, and certifications required to advertise, award, and administer a construction contract. A Florida Licensed Professional must prepare, sign, and seal the final Plans, Specifications, and Estimates according to *Florida Statutes and Rules*, including but not limited to, *Chapter 471, F.S., Chapter 481 Part II, F.S.*, and *Rules 61G10 and 61G15, Florida Administrative Code (F.A.C.)*.

The Consultant shall perform other related duties to assist the County as requested in writing by the Project Manager in addition to those listed here.

The documents prepared, at the minimum, shall comply with the requirements for a drainage improvements project in the latest edition of Florida Department of Transportation (FDOT) Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (Florida Greenbook), FDOT Drainage Manual latest edition, and the Putnam County Land Development Code. The documents will also be based upon directions from the County Public Works Director, or his authorized representative.

The sequence of plans preparation and phase submittals shall adhere to the requirements of the FDOT Roadway Plans Preparation Manual. Standard submittal phases are:

- Phase I (30%) to include Right of Way Survey
- Phase II (60%)
- Phase III (90%)
- Phase IV (Final)

### **CONTRACT AWARDS/TERM OF CONTRACT**

The County intends to award one (1) contract to the responsive and responsible vendor with the highest cumulative total points from the evaluation criteria specified herein (See Part VII Consultant Selection Criteria).

The County shall determine the order of award in accordance with Section 295.187(4), Florida Statutes and Rule 60A-1.011 Florida Administrative Code.

Length of Consultant Services: The consultant services are scheduled for a maximum period of one year. The consultant services shall begin only upon the receipt of a written Notice to Proceed (NTP) from the County.

See Section VIII for Contract Negotiations.

### **SUBCONSULTANT SERVICES**

Upon written approval by the Project Manager and the County, and prior to performance of work, the Consultant may subcontract for engineering surveys or other specialized professional services.

### **REQUIREMENTS AND DELIVERABLES**

1. **GENERAL** - It shall be the responsibility of the Consultant to design a project and put together project documents that result in a constructible project that meets all general engineering principles, regulatory agencies' requirements, and conforms to FDOT LAP and FHWA requirements.
2. **DESIGN**
  - a. **Cost Estimates** - The Consultant shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project.
  - b. **Field Reviews** - Includes all trips required to obtain necessary data for all elements of the project.
  - c. **Technical Meetings** - Includes meetings with County staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, municipalities, railroad companies and other miscellaneous meetings. The Consultant shall prepare and submit to the County Project Manager for review, the meeting minutes for all meetings. The meeting minutes are due within five (5) days of attending the meeting.
  - d. **Surveying** - The Consultant shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.
  - e. **Specifications/Project Manual** - The Consultant shall prepare and provide a project manual complete with Manual cover sheet, table of contents, project specific County front end documents, Schedule of Unit Prices, and technical specs as outlined in the general scope of work.
  - f. **Plans** - The Consultant shall prepare and provide plans including a cover/index sheet, plan and profile sheets, details, appropriate critical cross sections, and SWPPP detail sheet if applicable.
  - g. **Quality Control/Assurance Plan** - Establish and implement a QAQC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

### **POST DESIGN SERVICES**

Post Design Services may include, but not limited to, meetings, plans revisions, shop drawing, and review. Specific services will be negotiated at a later date as necessary as a contract amendments.

### **LIASION**

The Consultant shall keep the Project Manager informed of all significant activities, decisions, correspondence, reports, and other communication related to its responsibilities under this Agreement. The Project Manager shall review and approve the Consultant's invoice approval requests, personnel approval requests, time extension requests, and Agreement amendment requests.

**QUALITY ASSURANCE (QA) PROGRAM**

It is the intention of the County that design Consultants are held responsible for their work, including plans review. Detailed checking of Consultant plans or assisting in designing portions of the project for the Consultant is not the intent of having external design consultants. The purpose of Consultant plan reviews is to ensure that Consultant plans follow the plan preparation procedures required of LAP projects, that state and federal design criteria are followed with the County concept, and that the Consultant submittals are complete.

The Consultant shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the Consultant under this contract.

The Consultant shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The Consultant shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project. The Quality Control Plan may be one utilized by the Consultant as part of their normal operation or it may be one specifically designed for this project. The Consultant shall submit a Quality Control Plan for approval within 20 (twenty) calendar days of the written Notice to Proceed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc. where applicable) and a written resolution of comments on a point-by-point basis will be required, if requested by the County, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services. Independent Peer Review: When directed by the County, a subconsultant may perform Independent Peer Reviews.

**EX PARTE COMMUNICATION PROHIBITED**

Ex parte communication denies all Proposers fair, open and impartial consideration. Adherence to procedures, which insure fairness, is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement. Therefore, any ex parte communication between a Proposer or protester (or its employees, agents or representatives) and Putnam County (its members, employees, agents, or legal counsel, other than the purchasing manager or Putnam County's designated representatives) is strictly prohibited. Failure to observe this requirement shall result in rejection of the Proposer's proposal. For purposes of this Subsection, the term "ex parte communication" shall mean any oral or written communication relative to the solicitation, evaluation and selection process, which occurs outside of an advertised public meeting, pursuant to Section 286.011., Florida Statutes.

The ex parte communication period shall be defined from the solicitation of advertisement of the proposal through award of a contract.

The ex parte requirement shall exclude the following:

- 1. The pre-proposal conference or any other meeting requested by Putnam County and attended by Proposers for the purpose of discussing the solicitation, evaluation or selection process including, but not limited to, substantive aspects of the RFQ. Such meetings may include, but are**

**not limited to, pre-proposal meetings; and site visits to Putnam County's or the Proposers' facilities.**

### **NONDISCRIMINATION**

The Consultant shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time.

**Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under any contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status. Submitter is informed that any contracts and subcontract shall include the following language: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

### **METHOD OF COMPENSATION**

**PURPOSE:** This exhibit defines the method and limits of compensation to be made to the Consultant for the services, Scope of Services, and the method by which payments will be made.

**COMPENSATION:** 1.) This will be a task assignment type contract. A fee and method of compensation will be negotiated for each task assignment. 2.) The County anticipates a lump sum with limiting amounts will be established for this contract. A Total Max Limiting Amount shall be established based upon final negotiations and shall compensate the consultant for costs associated with the project.

**INVOICING PROCEDURE:** Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County. If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify the County prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant shall notify the Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

### **PROMPT PAYMENT:**

The County shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment and the Consultant may be considered in default of contract.

### **PERFORMANCE OF THE CONSULTANT:**

During the term of this Agreement and all extensions thereof, the County will review various areas of Consultant operations to determine compliance with this Agreement. The Consultant shall cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, the Consultant shall implement remedial action immediately upon approval of the Project Manager. County recommendations and Consultant

responses or actions, or both, are to be properly documented by the Consultant. Consultant shall not be compensated for remedial actions, if any are required, undertaken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- 1.) Further subdivide assigned design responsibilities, or reassign design personnel, within one week of notification.
- 2.) Replace personnel whose performance has been determined by the County to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.
- 3.) Increase the scope and frequency of training of the Consultant personnel.

### **TERMINATION CLAUSES**

This Agreement may be terminated by the CONSULTANT on 30 days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms hereof through no fault of the CONSULTANT. It may also be terminated by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY and it shall be the sole property of the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

If the Agreement is terminated by the COUNTY for default by the CONSULTANT the following shall apply:

- A. All work in process, completed work, and other material related to the terminated work is the sole property of the COUNTY and CONSULTANT shall transfer all said items to the COUNTY.

**Termination Due to Unavailability of Continuing Funding:** When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

### **PROJECT CLOSEOUT AND VERIFICATION OF CONTRACT COMPLETION**

**FINAL AUDIT:** If requested, the Consultant will permit the Department to perform an audit of the records of the Consultant and any or all sub-consultants to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under this Agreement are subsequently properly disallowed by the Department because of accounting errors or charges not in conformity with this Agreement, the Consultant agrees that such disallowed amounts are due to the Department upon demand. Further, the Department will have the right to deduct, from any payment due the Consultant under any other contract, any amount due the Department.



**CERTIFICATE OF COMPLETION:** A Certificate of Completion will be prepared for execution by both parties stating the total compensation due the Consultant, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the Consultant will either submit a termination invoice for an amount due or refund for overpayment, provided the net difference is not zero.

**DELIVERABLES:** Upon final approval of plans, the Consultant shall provide 3 hard copies of the plans, specifications, and project manuals as well as one electronic copy (pdf) via CD. All project milestones must include pdf copies of plans, specifications, and project manuals for approval. The sequence of plans preparation and phase submittals shall adhere to the requirements of the FDOT Roadway Plans Preparation Manual. Standard submittal phases are:  
Phase I (30%) to include Right of Way Survey  
Phase II (60%)  
Phase III (90%)  
Phase IV (Final)

### **PART III - PROPOSAL SUBMITTAL INSTRUCTIONS**

Submit in a sealed package to the following address:

**Putnam County Purchasing Department**

**RFQ No: 20-05**

**2509 Crill Ave, Ste 200**

**Palatka, Florida 32177**

- Faxed or emailed proposals will not be considered.
- Label the outside of sealed packages

**Label the outside of the sealed packages as follows:**

**Putnam County General Services Department**

**RFQ No: 20-05**

**2509 Crill Ave, Ste 200**

**Palatka, Florida 32177**

**RFQ NAME: PROFESSIONAL SERVICES FOR ENGINEERING DESIGN OF**

**ST. JOHNS AVENUE DRAINAGE IMPROVEMENTS PROJECT FROM CR 309C TO SR 19**

**Deadline.** Proposals must be received at the location stated above no later than **2:00 PM**. Local time on Monday, December 9, 2019. Proposals received after the deadline will not be accepted.

**Proposals Acceptance and Rejection:** Putnam County reserves the right to accept any proposal, to reject any or all proposals, to waive irregularities or informalities in any proposal, and to make the award in any manner deemed by the Putnam County Board of County Commissioners to be in the best interest of Putnam County. Putnam County complies with all Federal Statutes relating to non-discrimination

**Questions/Contact:** Questions related to the RFQ should be directed to Ms. Julianne Young, General Services Director, at [julianne.young@putnam-fl.com](mailto:julianne.young@putnam-fl.com). Inquiries related to work scope clarification or correction must be



in email and must be received 5 working days prior to the submittal deadline date. All other questions may be answered at a pre-proposal meeting.

**Pre-Proposal Meeting:** A meeting will be held to discuss the RFQ and answer questions on Wednesday, November 20, 2019 **at 10:30 A.M.** located at the Putnam County Governmental Complex Administrative Conference Room, 2509 Crill Ave, Ste 200 Palatka FL 32177

**Meeting Attendance is Mandatory for the Primary Professional Consultant desiring to submit proposals.**

## **PART IV – CONTENT OF RESPONSE PACKAGE**

Responses shall be submitted in a sealed package containing an original response, hard copies in the quantity specified in PART V, and an electronic soft copy. The vendor's response shall be organized as follows (Tabs A-F):

### **Tab A: The following items shall be included in Tab A**

- Introduction Letter of Interest, including
  - History & Background information
  - List of Similar Projects within the last two years
  - Copy of your firm's current State of Florida, Board of Professional Regulation License;

### **Tab B: Firm Profile and Team Composition**

- Team Organizational Chart with a list of any sub-consultants
- Summary of Key Personnel
  - Resumes
  - Staff qualifications
  - Proposed Assignment by Staff Member to Project Task(s) – include: Summary of available resources – identify current workload and available equipment for use on project tasks.

### **Tab C: Project Approach and Understanding**

- List the details of the consultant's planned approach to completing this project design work, and any component items necessary to perform specific tasks as commonly performed by consultant.
- Provide a gant chart schedule detailing the design, permitting, and construction of the project that demonstrates the consultants understanding of the project requirements and meets the dates depicted in the milestone schedule provided. Additional narrative should be provided to support the schedule referencing the resources that will be utilized to ensure the activities are completed.
- List all technical expertise and methods or capabilities specific to consultant areas of knowledge and specific areas of work production.

### **Tab D: Quality Control**

- List in this section all methods of managing performance of the work and obtaining quality levels of accuracy and/or providing quality product delivery.
- List all personnel which will be available and in charge of review and delivery to the County of work products and any assurances of sustainability of performance for products delivered to the County.

**Tab E: Related Experience**

- References (minimum of 3) complete with contact information
- Provide information with experience related to projects of this size and nature. At a minimum, respondents shall have:
- Primary Consultant for Engineering Design and Permitting for at least one federally funded FDOT project;
- Right of Way Surveying & Mapping shall be performed under the supervision of a Professional Land Surveyor;
- Consultant or Sub-consultant experience in the past 5 years relating to the proposed prequalification.
- Include experience in the related work area and any government environmental permitting agencies.
- Include any previous experience with drainage improvements grant applications and submission.
- Include any pre-qualification status provided by FDOT pursuant to 14-75, F.A.C.

**Tab F: Forms and Documents**

The Consultant RFQ 20-05 submissions/proposals shall include all required forms including but not limited to the following:

**FDOT Form #:**

375-030-30 Truth in Negotiation Certification

375-030-32 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts

375-030-33 Certification for Disclosure of Lobbying Activities on Federal Aid Contracts

375-030-34 Disclosure of Lobbying Activities

375-030-50 Conflict of Interest Certification

375-030-60 Vendor Certification Regarding Scrutinized Companies Lists

375-030-83 Professional Services DBE or Small Business Commitment Form

375-040-18 Drug-Free Workplace Program Certification

375-040-62 Bidder's Opportunity List

Absent any clearly viable and appropriate cause otherwise, any response from any vendor not meeting this minimum standard will be rejected.

**PART V – PREPARATION OF RESPONSE**

To facilitate analysis of its response, the respondent shall prepare its response in accordance with the instructions outlined in this section. If the response deviates from these instructions, such response may, in the County's sole discretion, be rejected. The County emphasizes that the respondent concentrate on accuracy, completeness, and clarity of content. The entirety of the response should be spiral bound on the left margin to permit it to lie flat when opened. All response sections must be appropriately separated and tabbed. Staples shall not be used.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and

count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics, and not for pages of text.

**Number of Copies:**

Submit one (1) original, marked "ORIGINAL," one (1) USB containing the complete proposal and labeled with the name of the firm and RFQ number, and four (4) copies, each marked "COPY," of your response for review and evaluation by the County. The response shall be within a sealed envelope or package clearly marked with the respondent's name and the solicitation number on the outside of the envelope or package. Failure to provide the required copies and information may result in the qualifications package not being considered.

**PART VI – EVALUATION OF STATEMENT OF QUALIFICATION / PROPOSAL**

In accordance with Florida Statutes Chapter 287 most recent supplement, requested ranking of firms are scheduled to be presented to the Board of County Commissioners (BOCC) for approval and authorization to negotiate with the top ranked firm. Ranking and initial selection for submission to the BOCC is based on responses to the above criteria and subsequent reviews by the County selection committee and FDEO concurrence.

After the initial independent review and evaluation of proposals by the selection committee members, firms will be notified of the time and date for a Public Meeting of the Selection Committee, if needed, to discuss each member's independent short list ranking. Also, if needed, public presentations of the highest ranked firms will be scheduled. A minimum of three firms, assuming three or more firms apply, will be selected for oral presentations. If a Public Meeting is needed following the independent review of the proposals by the selection committee members, they will be publically noticed and minutes will be taken.

**PART VII - CONSULTANT SELECTION CRITERIA**

**Submittals: Statement of Qualifications/Proposals – Selection Criteria**

Include the following listed categories of information for each proposal.

1. Introduction letter of interest,  
Introduction letter of interest, including proposing firms
  - a) history and background information
  - b) list of similar projects in the last two(2) years and
  - c) references with

**Evaluation Criteria Points 20**

2. Team Organizational Chart with list of any sub-consultants to be used for any specific services.  
Provide a summary of key personnel including resumes and staff qualifications of personnel that would include firms current work load and equipment available for use on any project tasks.  
Include personnel assigned to any projects and their order of authority to manage any project task.

**Evaluation Criteria Points 20**

3. List the details of the consultant's planned approach to completing this project design work, and any component items necessary to perform specific tasks as commonly performed by consultant.

Provide a gant chart schedule detailing the design, permitting, and construction of the project that demonstrates the consultants understanding of the project requirements and meets the dates depicted in the milestone schedule provided. Additional narrative should be provided to support the schedule referencing the resources that will be utilized to ensure the activities are completed.

List all technical expertise and methods or capabilities specific to consultant areas of knowledge and specific areas of work production.

**Evaluation Criteria Points 20**

4. Quality Control (QA/QC) procedures.

List in this section all methods of managing performance of the work and obtaining quality levels of accuracy and/or providing quality product delivery.

List all personnel which will be available and in charge of review and delivery to the County of work products and any assurances of sustainability of performance for products delivered to the County.

**Evaluation Criteria Points 20**

5. Include experience in the related work area and any government environmental permitting agencies.

Include any previous experience with drainage improvements grant applications and submission. Include any pre-qualification status provided by FDOT pursuant to 14-75, F.A.C.

**Evaluation Criteria Points 20**

**Total Maximum Number of Points = 100**

## **PART VIII - CONSULTANT ORAL PRESENTATION**

Consultants under consideration for this project will be presenting to the Technical Review Committee (TRC) in person, or by video-conference if TRC member(s) cannot travel on the date of oral presentations.

**ORAL PRESENTATION REQUIREMENTS:** The following guidelines will govern the oral presentation:

Presentations shall be project specific and shall demonstrate an awareness of project issues, explanation of the proposed approach, and plans of staffing for the project. A maximum time limit of 30 minutes shall be allowed for the oral presentation. A firm time limit of 15 minutes shall be allowed for Q&A following the oral presentation. Approximately 5 minutes each are allowed for set-up and breakdown. Set-up and breakdown are not included in the time limit for oral presentation for Q&A, and are not timed. Questions can both be standard (asked of all firms) and clarifying (related to a point addressed by the Consultant in the oral presentation).

Attendance at the oral presentation by the consultant's proposed project manager is strongly recommended. Inclusion of lead personnel proposed for the project is also encouraged. Each consultant is limited to a maximum of 5 representatives in attendance. Switching of participants in the oral presentation room is not permitted. If a proposed subconsultant is listed as a subconsultant on more than one (1) team for a single project, then it is the responsibility of the subconsultant to disclose this information with each respective team. The County representatives in attendance will at a minimum be the members of the Technical Review Committee and a Procurement Office representative (oral presentation facilitator).

Shortlisted Consultants will be instructed that any handouts to be submitted at the oral presentation (leave-behinds) will be restricted to copies of slides from the PowerPoint presentation. The number of slides to be included in the PowerPoint presentation is limited to 25. Shortlisted firms should number the slides included in the presentation. The leave-behinds shall not include any additional documentation other than the slides to be presented in the actual oral presentation. The leave behind slide presentation will be limited in size to 8.5" x 11". Consultant shall also leave behind one CD containing the PowerPoint slides. Additionally, altered aerial boards may be utilized in the oral presentation. If the consultant wishes to leave behind a copy of the board(s), the board(s) shall be reduced in size to one 11 x 17 aerial plot. Consultant shall also leave behind one USB containing the PowerPoint slides, and the aerial exhibit board. Consultants will be assessed/scored based on the information verbally communicated in the oral presentation. TRC's are not obligated to review slides after an oral presentation has occurred.

Unless otherwise approved by the County or their designee, the RFP will advise that videos and computer animations may not be used in the oral presentation. However, any other media may be used.

The County will provide an aerial if necessary for this project. Consultant may bring one altered aerial plot, 24" x 36" maximum for use during the oral presentation. Split views are allowed, as long as the overall total size does not exceed 24" x 36". One aerial per project may be submitted.

Consultants are permitted to refer to paper notepads or index cards with notes during their oral presentations. The notes will not be reviewed or evaluated by the TRC.

Consultant supplied video monitors are allowed. If utilized, the Consultant will be solely responsible for the set up and use of equipment.

#### **SCHEDULE OF ORAL PRESENTATIONS:**

Oral presentations are scheduled as indicated and will be conducted at the Putnam County Governmental Complex Conference Room, 2509 Crill Ave, Palatka FL 32177

The order of oral presentations will be established by random assignment.

	<b>Firm</b>	<b>Time</b>
1.		
2.		
3.		
4.		
5.		

#### **PART IX - CONSULTANT SELECTION**

A technical review committee will review the resumes and the organization chart or staffing chart received from the consultant firms being considered for final selection. Attachment C provides the criteria to be considered by the technical review committee in the evaluation of organization chart or staffing chart, resumes, and oral presentations. Evaluations and comments will be provided to the Selection Committee.

Putnam County Board of County Commissioners

RFQ No: 20-05

RFQ Name: Professional Services for Engineering Design of St. Johns Ave Drainage Improvements

The Selection Committee, consisting of three staff members from Public Works, will meet as needed to discuss the capabilities of the consultant firms.

Immediately after the selection, the consultant firms will be notified of the ranking order selection results.

## PART X – CONTRACT NEGOTIATIONS

Contract negotiations will be initiated with the vendor achieving the highest Consultant Selection Criteria Score. If no tentative pricing agreement can be reached with that vendor, then negotiations will terminate with that vendor and move on to the second highest ranked vendor and so on, never returning to a previously terminated vendor.

A copy of the final negotiated contract will be sent to FDEO for approval. Upon approval from FDEO of the negotiated contract, a recommendation will be submitted to the Board of County Commissioners for award of the contract.



APPENDIX "A" Design Services Evaluation CriteriaRFQ 19 – 25 Engineering Design of St. Johns Avenue Drainage Improvements

<b>Evaluation Criteria</b>	<b>Max Points</b>
<p>Introduction letter of interest, including proposing firms</p> <p>a) history and background information</p> <p>b) list of similar projects in the last two(2) years and</p> <p>c) references with names, title, phone numbers.</p>	20
<p>Team Organizational Chart with list of any sub-consultants to be used for any specific services.</p> <p>Provide a summary of key personnel including resumes and staff qualifications of personnel that would include firms current work load and equipment available for use on any project tasks.</p> <p>Include personnel assigned to any projects and their order of authority to manage any project task.</p>	20
<p>List the details of the consultant's planned approach to completing this project design work, and any component items necessary to perform specific tasks as commonly performed by consultant.</p> <p>Provide a gant chart schedule detailing the design, permitting, and construction of the project that demonstrates the consultants understanding of the project requirements and meets the dates depicted in the milestone schedule provided. Additional narrative should be provided to support the schedule referencing the resources that will be utilized to ensure the activities are completed.</p> <p>List all technical expertise and methods or capabilities specific to consultant areas of knowledge and specific areas of work production.</p>	20
<p>Quality Control (QA/QC) procedures.</p> <p>List in this section all methods of managing performance of the work and obtaining quality levels of accuracy and/or providing quality product delivery.</p> <p>List all personnel which will be available and in charge of review and delivery to the County of work products and any assurances of sustainability of performance for products delivered to the County.</p>	20
<p>Include experience in the related work area and any government environmental permitting agencies.</p> <p>Include any previous experience with drainage improvements grant applications and submission.</p> <p>Include any pre-qualification status provided by FDOT pursuant to 14-75, F.A.C.</p>	20
<b>TOTAL POINTS</b>	<b>100</b>

## APPENDIX "B" Federal Provisions

### **1. Equal Employment Opportunity**

During the performance of this Contract, CONSULTANT agrees as follows:

a. CONSULTANT will not discriminate against any employee or applicant for employment because of age, race, sex, national origin, ethnic background, and handicap status. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.

b. CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to age, race, sex, national origin, ethnic background, and handicap status.

c. CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

e. CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the OWNER and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of CONSULTANT's non-compliance with the equal opportunity clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the OWNER, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

**2. Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**3. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

**4. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities**

a. The work to be performed under this Contract is assisted by direct federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135), as amended, 12 U.S.C. 170. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

c. CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants-for employment or training.

d. CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**5. Access and Retention to Records**

The OWNER, the Florida Department of Economic Opportunity, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of CONSULTANT which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions, as they may relate to this Contract. CONSULTANT shall retain all records relating to this Contract for six (6) years after the OWNER makes final payment and all other pending matters are closed.

**BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

The CONTRACTOR, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of CONTRACTOR'S Authorized Official

\_\_\_\_\_  
Name and Title of CONTRACTOR'S Authorized Official

\_\_\_\_\_  
Date

Appendix "C" Subconsultant Listing Form

**PROPOSED SUBCONSULTANT LISTING**

Consultant: \_\_\_\_\_

FM NUMBERS: \_\_\_\_\_

Proposed Subconsultant (Type of Work to Perform)	DBE? (Yes or No)	Proposed Individual Name	Title



## **APPENDIX D Sample Consultant Contract**

### **AGREEMENT FOR CONSULTING SERVICES**

This Agreement made as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Putnam County, Florida, a political subdivision of the State of Florida (the "COUNTY"), and \_\_\_\_\_ {} an individual, {} a corporation, {} a partnership, authorized to do business in the State of Florida (the "CONSULTANT"), whose address is \_\_\_\_\_.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

#### **ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Agreement is to provide services for Design drainage improvements along St. Johns Avenue from CR 309C to SR19. Putnam County wishes to contract for the Engineering Design and Plans Preparation related to this project.

Services of the CONSULTANT shall be under the general direction of the County Public Works Director, who shall act as the County's representative during the performance of this Agreement.

#### **ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on \_\_\_\_\_, 20\_\_\_\_, and complete all services by \_\_\_\_\_, 20\_\_\_\_.

#### **ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The County shall pay the CONSULTANT for services satisfactorily performed \_\_\_\_\_, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONSULTANT will bill the County monthly as work progresses.
- B. The invoice received from the CONSULTANT pursuant to this Agreement will be reviewed and approved by the initiating County department, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. The invoice must reference the bid number, the current purchase order number (if any) and specify the work performed.
- C. 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. Since this account will thereupon be closed, any and other further charges not properly included on this final invoice shall be waived by the CONSULTANT.
- D. CONSULTANT acknowledges that he/she has reviewed the scope of work and no change orders are anticipated.

#### **ARTICLE 4 - TERMINATION**

This Agreement may be terminated by the CONSULTANT on 30 days prior written notice to the COUNTY in

the event of substantial failure by the COUNTY to perform in accordance with the terms hereof through no fault of the CONSULTANT. It may also be terminated by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 5 - PERSONNEL**

The CONSULTANT represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 6 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

#### **ARTICLE 7 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S tax exemption number in securing such materials.

The CONSULTANT shall be responsible for payment of all his/her own taxes due as a result of this Agreement.

#### **ARTICLE 8 - AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully

appropriated for its purpose by the State of Florida and the Board of County Commissioners of Putnam County.

**ARTICLE 9 - INSURANCE**

- A. The CONSULTANT shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Consultant shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to County. All policies shall be occurrence form policies and shall name County as an additional insured, with the premiums thereon fully paid by Consultant on or before their due date. The liability insurance policy shall afford minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof.

Required insurance shall be documented in Certificates of Insurance which provide that County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. New Certificates of Insurance are to be provided to County at least 15 days prior to coverage renewals.

If requested by County, Consultant shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, Consultant shall, at the option of County, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of Consultant's obligation to fulfill the insurance requirements herein.

Consultant shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. Consultant shall also purchase any other coverages required by law.

Consultant's maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

If checked below, the County requires the following additional types of insurance:

       Builders Risk. The Consultant shall provide Builders Risk insurance to cover the property for all risks of loss. The policy shall be for the full value of the improvements and include the County as an additional insured as its interest may appear.

  X   Business Auto Liability. Proof of Business Auto Liability shall be provided with minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof. Coverage shall include hired and non-owned auto liability also.

**ARTICLE 10 - INDEMNIFICATION**

The CONSULTANT shall indemnify and save harmless and defend the COUNTY, its agents, servants and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any act or omission of the CONSULTANT, its agents, servants, or employees, or which otherwise arises in connection with, the performance of this Agreement.

The CONSULTANT further agrees to indemnify, save harmless and defend the COUNTY, its agents, servants and employees from and against any claim, demand or cause of action included in the paragraph above and for which the COUNTY, its agents, servants or employees are also alleged to be liable.

**ARTICLE 11 - SUCCESSOR AND ASSIGNS**

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, legal representatives and permitted assigns.

Neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

**ARTICLE 12 - REMEDIES**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Putnam County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 13 - UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code as may be in effect from time to time in Florida may, as applicable, prevail as the basis for determining the rights and obligations of the CONSULTANT and the COUNTY hereunder.

**ARTICLE 14 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for by applicable law. The CONSULTANT further represents that no person having any such interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective

business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT may, at his/her option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Agreement.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT'S control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God; the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without its fault or negligence, the timeframes set forth in this agreement may be amended by written agreement by the CONSULTANTS and the County Administrator; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

The COUNTY and the CONSULTANT shall comply with the provisions of the Florida Public Records Law.

#### **ARTICLE 18 – PRESS RELEASES AND CONFIDENTIALITY OF INFORMATION**

CONSULTANT agrees that no press releases, articles for professional journals, speeches, or other kinds of publicity concerning the Project shall be released, made or generated by CONSULTANT or its employees without COUNTY'S prior written consent. CONSULTANT shall require all Subcontractors and Suppliers to agree in writing to be bound by the provisions of this paragraph.

#### **ARTICLE 19 – PUBLIC RECORDS COMPLIANCE**

CONSULTANT understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: PUTNAM COUNTY ATTORNEY, (386) 329-1903, [PR-REQUESTS@PUTNAM-FL.COM](mailto:PR-REQUESTS@PUTNAM-FL.COM), 2509 CRILL AVENUE, SUITE 200, PALATKA, FL 32177.**



If CONSULTANT will act on behalf of COUNTY, as provided under Section 119.011(2), Florida Statutes, CONSULTANT, subject to the terms of Section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by COUNTY to perform the service;
2. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the contract if CONSULTANT does not transfer the public records to COUNTY;
4. Upon completion of the contract transfer, at no cost to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of the Contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY; and
5. If CONSULTANT does not comply with a public records request, COUNTY shall enforce the Contract provisions in accordance with the Contract.
6. If CONSULTANT fails to provide the public records to COUNTY within a reasonable time, CONSULTANT may be subject to penalties under Section 119.10, Florida Statutes.
7. If a civil action is filed against CONSULTANT to compel production of public records relating to COUNTY'S contract for services, the court shall assess and awards against CONSULTANT the reasonable costs of enforcements, including attorney fees in accordance with Section 119.0701, Florida Statutes.

#### **ARTICLE 20 – AUDITING, RECORDS AND INSPECTION**

In the performance of this Contract, CONSULTANT shall keep books, records and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures. Throughout the term of this Contract, books, records and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of COUNTY and shall be retained by CONSULTANT, for a period of three years after termination or completion of the Contract or until the full COUNTY audit is complete, whichever comes first. COUNTY shall retain the right to audit the books during the three-year period. All books, records and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Contract to determine whether CONSULTANT has the ability to fulfill its contractual obligations to the satisfaction of COUNTY. COUNTY has the right to terminate this Contract based upon the findings in this audit without regard to any notice requirement for termination.

#### **ARTICLE 21 - INDEPENDENT CONSULTANT RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Agreement, an independent consultant, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S

relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

**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, a commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 23 - NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, national origin or other status protected by law.

**ARTICLE 24 - AMENDMENT**

Unless expressly allowed herein, none of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

**ARTICLE 25 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 26 - AUTHORITY TO PRACTICE/LAWS RULES AND REGULATIONS**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and all personnel will maintain licensures indicated in the proposal, and that it will at all times conduct its business activities in a reputable manner. The CONSULTANT agrees that it will abide by all laws, rules and regulations in performance of the Agreement.

**ARTICLE 27 – SOVEREIGN IMMUNITY**

COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contracts, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

**ARTICLE 28 – EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, CONSULTANT must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, CONSULTANT must:

1. Enroll in the E-Verify Program;
2. Use E-Verify to verify the employment eligibility of all new hires working in the United States, except if CONSULTANT is a state or local government, CONSULTANT may choose to verify only new hires assigned to the Contract;
3. Use E-Verify to verify the employment eligibility of all employees assigned to the Contract; and
4. Include these requirements in certain subcontracts, such as construction.

Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**ARTICLE 29 – SCRUTINIZED COMPANIES (Not Applicable to this Contract)**

This Contract may be terminated by COUNTY, without penalty to COUNTY:

1. In the event that CONSULTANT is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes; or
2. If COUNTY determines that CONSULTANT falsely certified to COUNTY that CONSULTANT is not listed as a scrutinized company.

Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

**ARTICLE 30 - SEVERABILITY**

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 31 - MODIFICATION**

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the County's notification of a contemplated change, the Consultant shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a contract amendment or change order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties. Contract amendments affecting price changes may be made on behalf of the County in writing signed by the County Administrator subject to those limits set forth in the County's

### **ARTICLE 32 - CONTRACT DOCUMENTS**

The other documents which comprise the entire agreement are attached hereto, made a part hereof and consist of the following:

- A. Call for Bids
- B. Bid
- C. Bid Bond, if required
- D. General Conditions
- E. Supplemental, and Special General Provisions
- F. Payment Bond, if required
- G. Performance Bond, if required
- H. Notice of Award
- I. Notice to Proceed
- J. Change Order
- K. Engineering Drawings, if required
- L. Specifications; Scope of Work
- M. Addenda
- N. Release of Lien

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

### **ARTICLE 33 - NOTICE**

Each notice or communication under this Contract shall be deemed delivered and received if in writing and either: (a) personally delivered; (b) delivered by reliable overnight air courier service; (c) deposited with the United States Postal Service or any official successor thereto, certified or registered mail, return receipt requested, with adequate postage prepaid, delivered or addressed to CONSULTANT or COUNTY, as appropriate, or d) sent by email transmission providing proof of transmission (provided, that a copy of such email notice is also forwarded by one of the other methods provided above). Rejection or other refusal by the addressee to accept the notice, and inability to deliver the notice because of a change of address of the party of which no notice was given, shall be deemed to be the receipt of the notice on the third (3rd) day following the date postmarked by the United States Postal Service, or on the second (2nd) day following the date accepted by the courier service.

### **ARTICLE 34 – CONSULTANT EVALUATION**

The Consultant understands performance will be evaluated in accordance with the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code and that the consultant must state in all subcontracts that services performed by any such subconsultant will be subject to the

Putnam County Board of County Commissioners

RFQ No: 20-05

RFQ Name: Professional Services for Engineering Design of St. Johns Ave Drainage Improvements

Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.

IN WITNESS WHEREOF, the Board of County Commissioners of Putnam County, Florida has made and executed this Agreement on behalf of the COUNTY and CONSULTANT has hereunto set his/her hand as of the day and year first above written.

**ATTEST:**  
**TIM SMITH, CLERK**

**PUTNAM COUNTY BOARD OF  
COUNTY COMMISSIONERS:**

**BY:** \_\_\_\_\_  
**Clerk or Deputy Clerk**

**BY:** \_\_\_\_\_  
**Chairman**

**WITNESS:**

**CONSULTANT:**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**NAME (TYPE OR PRINT)**

\_\_\_\_\_  
**NAME (TYPE OR PRINT)**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**SIGNATURE**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**BY:** \_\_\_\_\_  
**COUNTY ATTORNEY**

REV. March 30, 2016