

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**



REQUEST FOR PROPOSALS

RFP 21-951

**A & E Professional Services for the Court Services
Support Building**

RFP Submittal Deadline

2:00 pm, Wednesday, December 9, 2020

Electronic Responses must be uploaded to DemandStar.com.

The DemandStar platform will not accept late Proposal

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ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS #21-951

FOR THE PROVISION OF A & E PROFESSIONAL SERVICES FOR THE COURT SERVICES
SUPPORT BUILDING

1.0 **GENERAL PROVISIONS**

1.1 **Purpose**

Alachua County Board of County Commissioners is seeking proposals from licensed professionals (hereinafter, referred to as Consultants) for the provision of A & E Professional Services for the Court Services Support Building for the benefit of Facilities Management Department.

The following apply to this request for proposal: General Provisions (Section 1.0), Background Information (Section 2.0), Scope of Services (Section 3.0), RFP Selection Procedures (Section 4.0), Proposal Requirements (Section 5.0) Selection and Evaluation Criteria (Section 6.0), Professional Responsibility (Section 7.0), General Terms and Conditions (Section 8.0), Exhibits (Section 9.0).

1.2 **Distribution of Information**

The County posts and distributes information pertaining to its procurement solicitations on DemandStar.com.

The County has transitioned from accepting hard (paper) copy proposals to accepting electronic submittals through “E-Bidding” on DemandStar.com. In order to submit a proposal response to this solicitation the consultant must be registered with DemandStar.com

1.3 **Proposal Submission**

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

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

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

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

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

Proposal response, containing all required documents, with authorized signatures, must be received by 2:00 p.m. on the due date indicated on the Proposal Cover Page for this RFP. The consultant’s complete submittal in pdf format must be uploaded into DemandStar.com prior to the 2:00 p.m. deadline.

DEMANDSTAR'S PLATFORM WILL NOT ACCEPT LATE SUBMITTALS

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Upload proposal response as a pdf formatted document only, unless the solicitation states otherwise.

NOTE: If you believe that any portion of your response is exempt from disclosure as a public record, that exempt material must be submitted in a separate electronic pdf file. The pdf file must be clearly identified as "PUBLIC RECORDS EXEMPT," per Section 1.13 Proprietary Information.

The pdf document should be titled with proposer's name, bid number, and, if the response is submitted in parts, include "Parts # of x".

The response must be signed by an officer or authorized representative of the business who is legally authorized to enter into a contractual relationship in the name of the consultant. An authorized representative who is not an officer may sign the proposal, in this case the Consultant must provide a corporate resolution granting authorization to the officer or authorized representative to execute on behalf of the business.

1.4 Bid Opening – Zoom Meeting

The scheduled bid opening will occur via Zoom; the information to join is provided below. Attendance (live viewing) of the bid opening is not required.

Join Zoom Meeting

<https://zoom.us/j/93437702771?pwd=S2QxMVpUTG5xQUtBTEVMbkRxakNEZz09>

Meeting ID: 934 3770 2771

Passcode: 702897

One tap mobile

+13126266799,,93437702771# US (Chicago)

+19292056099,,93437702771# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 934 3770 2771

Find your local number: <https://zoom.us/u/adtsfJybhW>

1.5 Acceptance/Rejection of Proposals

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

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

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

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

1.6 **Consideration of Proposals**

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

1.7 **Proposal Withdrawal**

Modifications to or withdrawal of a proposer's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the County. Any submittal not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the County adequate time to award the Contract for the services specified in this solicitation.

1.8 **Electronic Signatures**

The Parties agree that an electronic version of the submitted proposal shall have the same legal effect and enforceability as a paper version. The Parties further agree that the Electronic Submittal, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute an Agreement with the awarded vendor and shall provide the awarded vendor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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

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

1.10 **Request for Clarification**

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

1.11 **Inquiries/Questions**

After thoroughly reading this Request for Proposals and Exhibits. Any Consultant in doubt as to the true meaning of any part of the Request for Proposal or related documents may submit a written request, **via email with reference to the appropriate RFP number in the subject line of the email** to Theodore White at twhite@alachuacounty.us, at least ten (10) days prior to closing date set for receipt of proposals to be considered for a response. Any interpretation to a Consultant will be made only by addendum duly issued, and a copy of such addendum will be posted to **Demandstar.com**. **Oral answers will not be authoritative.**

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

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

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

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

1.13 **Proprietary Information**

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

1.14 **Examination of Request for Proposals**

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

1.15 **Small Business Enterprise (SBE) Program Participation**

- 1.15.1 SBE Vendor is a vendor that is certified by the Alachua County Equal Opportunity Division prior to the proposal opening.
- 1.15.2 The SBE Program Participation Form, **EXHIBIT B**, should be completed for your proposal to be considered responsive.
- 1.15.3 Alachua County has adopted a 15% participation goal, and policies which encourage participation of SBE in the provision of materials, supplies (i.e. office, auto, janitor, lawn, etc.) equipment, services and construction.
- 1.15.4 The County will award a preference in evaluation points to certified SBE or consultants that meet the SBE participation goal in its RFP response.
- 1.15.5 SBE preference does not apply to contracts that are reserved in accordance with Section 22.34, Alachua County Code 06-28, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined.

1.15.6 **Proposed Subcontractors Requirements**

- 1.15.6.1 Consultants submitting proposals under this solicitation are to identify, on the SBE Program Participation Form, the intended SBE subcontractors and the estimated percentage of total dollar amount(s) as well as the total dollar amount(s) of the contract to be awarded to SBE firms, **EXHIBIT B**, Option 3.
- 1.15.6.2 If SBE subcontractors are not available for the bid/RFP you should complete a Good Faith Effort Form, **EXHIBIT B**, Option 4.

1.15.7 **Good Faith Effort Requirements**

- 1.15.7.1 Every competitive bid or proposal, if not submitted by a certified Small Business Enterprise (SBE), should demonstrate good faith efforts to utilize SBE as subcontractors. Unless your company will perform all the work and no subcontractors will be utilized. The Equal Opportunity Division maintains a directory of certified SBE's. The Alachua County Small Business Enterprise Directory is available at [Small Business Directory](#).
- 1.15.7.2 The Equal Opportunity Division shall determine what constitutes a "good faith effort" for purposes of consultant compliance with contractual requirements relating to the use of services or commodities of a certified SBE's, under Section 22.36, Alachua County Code 06-28. The following factors shall be considered in making such determination:
 - 1.15.7.2.1 Whether the Consultant contacted SBEs listed in the Alachua County Small Business Enterprise Directory concerning contracting opportunities and provided them with adequate information about the plans, specifications and requirements of the contract.
 - 1.15.7.2.2 Whether the Consultant negotiated in good faith with interested SBEs, not rejecting them as unqualified without sound reasons based on a thorough review of their capabilities.
 - 1.15.7.2.3 Whether the Consultant selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the 15% participation goal, including breaking the contract down into economically-feasible units.
 - 1.15.7.2.4 The Consultant will be expected to furnish documents substantiating compliance with good faith effort requirements, **EXHIBIT B**.

1.16 **Local Firms Location Points**

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

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

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

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

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

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

1.17 **Corporate Resolution**

Corporate Resolution Granting Signing Authority and Authority to Conduct Business **EXHIBIT I**.

1.18 **Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subconsultant, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.19 **Drug Free Workplace**

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

1.20 **Proposed Subcontractors NON SBE**

Proposer shall notify the County of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors Form, **Exhibit D**. No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the County.

1.21 **Workplace Violence**

Employees of proposers are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a proposer's employee.

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

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

2.0 **BACKGROUND INFORMATION**

2.1 **Location**

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

2.2 **Form of Government**

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

3.0 **SCOPE OF SERVICES**

The services requested, herein, are for the architectural, engineering, and planning services to design the **Court Services Support Building** on the Alachua County Judicial Justice Center site. The size of the building will be 28,000 square foot; and two stories.

The plan for this facility is to provide space for justice, justice-related occupants. It shall provide space for the Court Services and Court Alternative Services. According to the Alachua County's Downtown Master Space Needs Plan, the facility is programmed to be constructed to the southwest portion of the existing Criminal Courthouse, along SW 3rd Ave running westward towards the intersection of SW 2nd St, in downtown Gainesville, Florida. The design will include all necessary site improvements and address staff parking lots. Some modifications to the storm water infrastructure are anticipated. The existing Criminal Courthouse is located at 220 South Main Street, Gainesville, Florida

Description of project: Contract for services specified herein, from qualified entity that will provide prompt and efficient professional licensed Architectural and Engineering Services, for the design of the Alachua County's Court Support Services Building, in accordance with Florida State Statute 287.055, known as the "Consultants Competitive Negotiation Act". The County intends to proceed with this project under a Construction Manager at Risk with Guaranteed Maximum Price (GPM) contract, and will work with the Architect/Engineer, to achieve the requirements and objectives of this project. The Construction Manager will assume the risk for construction, and provide design phase assistance in the evaluation of costs, schedule, systems and materials during design.

3.1 **General Requirements**

The Consultant selected will provide the following services, including, but not limited to:

- 3.1.1 The consultant shall provide all architectural, site evaluation, engineering and planning services to design the new Alachua County Court Support Services Building.

- 3.1.2 Provide architectural and engineering services to include structural, mechanical and electrical engineering, programming, civil traffic, cost estimating, geotechnical, landscape and irrigation design, interior design, signage and graphics, and security design. These services will specifically include the preparation of construction documents and technical specifications.
- 3.1.3 Attend all scheduled meetings and conferences required by the County in the administration of the agreement, including concurrence with Court Services and other agencies as deemed necessary by the County.
- 3.1.4 Maintain written minutes in such a manner as to record the agreements and understandings resulting from meetings, conferences and discussions.
- 3.1.5 Provide schedules indicating start/completion dates for the overall design project and for shorter term detailed information, as requested by the County.
- 3.1.6 The consultant must interface with the Construction Manager as required during the design and the construction phase of the project to establish a project team which includes the Consultant, Constitutional Officer(s) and or designee(s), special interest groups, County staff and the Construction Manager.
- 3.1.7 The consultant shall have experience with Owners making direct purchase of high dollar and long lead items, such as chillers, HVAC units, roofing material, steel, etc.
- 3.1.8 The consultant should understand the steps involved in satisfying building commissioning requirements on staff or understand the steps involved with satisfying building commissioning requirements.
- 3.1.9 The consultant must understand the general rules of thumb for designing, specifying, and building green, meaning the consultant must understand how to:
 - 3.1.9.1 Maximize durability.
 - 3.1.9.2 Maximize energy efficiency
 - 3.1.9.3 Maximize future recyclables.
 - 3.1.9.4 Maximize maintainability.
 - 3.1.9.5 Maximize recycled content
 - 3.1.9.6 Maximize use of local and regional materials.
 - 3.1.9.7 Minimize embodied energy. Promote the highest and best use of a material to avoid wasting its embodied energy.
 - 3.1.9.8 Minimize use of hazardous natural chemicals (asbestos, lead etc.)
 - 3.1.9.9 Minimize use of synthetic chemicals.
- 3.1.10 The consultant shall be very knowledgeable of modern – day technology and has the ability to lead the County through various exercises reviewing compliance, energy modeling and decision-making tools. For example, as a minimum, the consultant shall have experience with whole building simulation software, component simulation software; whereby, enabling the consultant to show preliminary analysis for renewable energy applications, hourly energy cost, use of photovoltaic modeling, model energy codes.

- 3.1.11 As a minimum, the consultant must be very knowledgeable of:
 - 3.1.11.1 Building Control System Energy – Saving Strategies
 - 3.1.11.2 Energy efficient Lighting Systems
 - 3.1.11.3 Electrical Power Generation – Fuel Cells
 - 3.1.11.4 Water Conservation measures
 - 3.1.11.5 Solar Heating including Water Heating
- 3.1.12 Assist the County by furnishing the necessary design data for all necessary documents required by the City, County, State or Federal Grants, approvals or permits.
- 3.1.13 Assist the County in developing a solution to resolving the loss of over 24 parking spaces caused by construction of the new building and examine parking services to accommodate an additional 24 vehicles parking spaces in downtown for vehicles owned by County employees. (approx. parking space impact of 24 spaces).
- 3.1.14 The consultant must ensure that the Court Services Support building must comply with accepted Federal and State standards for the Courthouse perimeter security.
- 3.1.15 The consultant must ensure that all plans including construction documents meets 2012 Florida Accessibility Code and 2017 Florida Building Codes.
- 3.1.16 The consultant must examine site utility characteristics including water distribution, waste water collection to accommodate additional flows, electrical distribution, and storm water. Any budgetary impact must be immediately reported to the County.
- 3.1.17 The consultant shall review the Environmental Assessment of the site provided by the County to proper remediation measures are represented in the construction documents.
- 3.1.18 The consultant shall attend and represent the County in all City Land Development Codes Review meetings.
- 3.1.19 The consultant shall agree to provide the above services at an agreed price that is based on a fixed rate.

3.2 **Schematic Design Phase**

- 3.2.1 The Consultant shall prepare a preliminary evaluation of the Counties program, schedule, budget for the cost of the work, Project site, and the proposed procurement or delivery method and other initial information, each in terms of the other, to ascertain the requirements of the project. The Consultant shall notify the County of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- 3.2.2 The Consultant shall present its preliminary evaluation to the County and shall discuss with the county alternative approaches to design and construction of the Project. The Consultant shall reach an understanding with the County regarding the requirements of the Project.

- 3.2.3 The Consultant will submit a preliminary project design, in **Revit**, which will be consistent with the project criteria. The preliminary design will include plans, in **Revit**, which depict the building type, annual operating cost, life cycle operating cost of the building, size, location, dimension, and exterior view of the structure.
- 3.2.4 The consultant shall assist the County with commissioning the building including providing necessary documentation of design intent, performance verification, operation and maintenance, and training.
- 3.2.5 The preliminary design also will include a floor plan for each room within the project with appropriate dimensions.
- 3.2.6 The preliminary design will include written preliminary specifications and preliminary architectural, electrical, mechanical, structural drawings.
- 3.2.7 The Consultant shall insure that the design, material supplies, and project methods for data and VOIP phone cabling, wiring, conduit, wall plates, patch panels and closet hardware meet current industry codes and standards as well as any County specific standards.
- 3.2.8 The Consultant will collaborate with County staff and develop an estimated total project cost including site development and improvements costs, emergency generator power to operate all security and essential functions, facility system, furnishing and equipment, 5% Owners contingencies, Arts in public places (1% of the construction budget) any fees and other expenses. For example, soil investigation, site surveys, environmental surveys and possible solutions, permits, moving expenses.
- 3.2.9 The consultant shall during the design phase, provide the County with an evaluation of all major materials, including green products, which will be used in the construction and operation of the building. As a minimum, the evaluation shall include energy-saving opportunities, day light harvesting, a list of green products, possible use of certified woods and products, recyclables, material and equipment life cycle, durability, water savings, maintenance, transportation impact if any, accessibility and availability of long-lead items, reuse/disposal of products and material that be locally purchased.
- 3.2.10 Advise the County as to the necessity of all specialized services required for the project, such as survey and subsurface investigation and act as the County's architectural and engineering representative in connection therewith.
- 3.2.11 Based on the County's approval of the preliminary design, the Consultant shall prepare Schematic Design Documents for the County's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

3.3 **Design Development Phase**

- 3.3.1 Based on the County's approval of the Schematic Design Documents, and on the County's authorization of any adjustments in the Project requirements and the budget for the cost of the work, the Consultant shall prepare Design Development Documents for the County's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality level.
- 3.3.2 Consultant shall assist the County in creating an Owner's Direct Purchase list of materials and review and reconcile bid savings with the Construction Manager.
- 3.3.3 The Consultant shall update the estimate of the Cost of the Work into the Total Project Budget.

3.4 **Construction Documents Phase**

- 3.4.1 After approval to proceed, the Consultant will prepare the detailed construction documents which will include plans and specification describing all systems, elements, details, components, materials, equipment and other information necessary for construction.
- 3.4.2 The Consultant will submit an estimate of the construction cost for the Alachua County Court Support Services Building based on preliminary design ensuring it meets LEEDS and/or Green building Certification standards.

3.5 **Construction Bid Process**

- 3.5.1 The Consultant will attend pre-bid meetings and provide clarification and preparation of any required addendums.
- 3.5.2 The consultant should assist in educating the construction management firm about green building material and systems that may be unknown to them and processing substitution request for green building materials and systems.
- 3.5.3 The consultant shall during the pre-bid conference conduct a full discussion explaining the importance of green buildings material and systems and how to contact manufacturers as many of them maybe small or new companies. The consultant should record minutes of the pre-bid conference as to prevent misunderstanding later on into the project.
- 3.5.4 The consultants shall also provide a list of alternates and substitution in the bidding document to allow the bid price to be adjusted to fall within the limits of the funds available to construct the project. Another use for alternates is to identify the cost of specific materials and systems in comparison to alternate products and systems.

- 3.5.5 The consultant shall conduct a preconstruction conference within 20 days after the completion of Conformed Documents. The purpose of the conference is to establish a working understanding of the project and to discuss schedules and procedures for handling shop drawings and other submittals.
- 3.5.6 The Consultant shall monitor the selection of all green products and ensure that direct purchases are done, if needed, in a timely manner.
- 3.5.7 The consultant shall jointly review all contract documents with the County and Construction Manager at risk. As a minimum, include general, supplementary and special conditions documents.

3.6 **Construction Administration**

- 3.6.1 The Consultant will represent the County as it's architectural and engineering representative including but not limited to interpretation of drawings and specifications and issuing instructions to the contractor.
- 3.6.2 The Consultant must observe and provide weekly written reports to the County providing progress and confirm that the work conforms to the contract documents, compliance with the design concept of the work and the information given in shop drawings, diagrams, illustration, brochures, catalog data, schedules, samples, test inspection results, maintenance/operating instructions, schedules, guarantees, bonds and certificates of inspections as required in the construction contracts related to this project.
- 3.6.3 The consultant shall function as a member of the construction team whereby creating a working relationship ensuring the project meets Green Globe/LEEDS standard while completing the project on time and within budget.
- 3.6.4 The consultant shall coordinate with the Construction Manager and submit to the County a list of green materials, supplies and equipment to be used on the project for approval. If the County and or Consultant identify unapproved substitutions, the consultant will report to the general contractor that the list is not conformance with the contract documents.
- 3.6.5 The consultant must work from an approved checklist throughout the construction ensuring that the only specified green building materials and approved substitutions are incorporated into the building.
- 3.6.6 The consultant may encourage the Construction Manager at Risk to allow more time for submittals for green building materials due to the possibility that submittal information may be more difficult to obtain.
- 3.6.7 The consultant shall respond to any Request for Information/s (RFIs) and or Request for Clarification/s (RFCs) within 3 business days. All RFIs and RFCs will be communicated in writing between all parties will be copied on this communication. Any RFIs or RFCs that could result in a change order will require the involvement of the County within the 5-business day period. Additional guidance will be provided in the contract document.

- 3.6.8 Approve applications for payment based on the on-site observations of the quality of work in accordance with the contract documents and County input. Determine substantial and final completion milestones so that recommendation of final payment may be authorized. Review change order documentation for accuracy prior to the County's approval.
- 3.6.9 Ascertain that all documents relating to the closure of the project are submitted including but not limited to release of liens, warranties, and as -built drawings.
- 3.6.10 The Consultant will submit a preliminary project design which will be consistent with the project criteria. The preliminary design will include plans which depict the size, location, dimension and exterior view of each structure. The preliminary design also will include a floor plan for each room within the project with appropriate dimensions. The preliminary design will include written preliminary specifications and preliminary architectural, electrical, mechanical, structural drawings.
- 3.6.11 The Consultant will advise the County as to the necessity of all specialized services required for the project, such as survey and subsurface investigation and act as the County's architectural and engineering representative in connection therewith.
- 3.6.12 The Consultant shall review all close out documents as a minimum including:
 - 3.6.12.1 Permits and inspections, including Certificate of Occupancy
 - 3.6.12.2 Certificate of Substantial Completion
 - 3.6.12.3 Certificate of Sign off from architect, mechanical and electrical engineers and structural and civil engineers (if applicable)
 - 3.6.12.4 Final property survey
 - 3.6.12.5 Maintenance bond (if applicable)
 - 3.6.12.6 Final lien waivers from each subcontractor and a general release of liens from the general contractor
 - 3.6.12.7 Warranties and operating and maintenance manuals (O&M)
 - 3.6.12.8 Roofing
- 3.7 **Post Construction**
 - 3.7.1 The Consultant shall assist the County with resolving any design issue as required by law. As a minimum, the Consultant will be expected to respond to any issues during the warranty period.
- 3.8 **Construction Close-Out**
 - 3.8.1 The Consultant shall manage the close out process by satisfying close out requirements, as a minimum ensuring the Construction Manager at Risk provides the County with the following:
 - 3.8.1.1 Permits and inspections, including the Certificate of Occupancy (C of O), also referred to as the Use of Occupancy (U of O) Permits
 - 3.8.1.2 Certificate of Substantial completion.
 - 3.8.1.3 Certificate of sign off from architect, mechanical and electrical engineers, and structural and civil engineers. This will include a final inspection report from the MEP and structural engineer.
 - 3.8.1.4 Final Property Survey
 - 3.8.1.5 Maintenance Bond (if applicable)
 - 3.8.1.6 Final Lien waivers from each subcontractor and a general release of lien from the general contractor.

- 3.8.1.7 All Warranties including CM and associated subcontractors
- 3.8.1.8 Doors and hardware O&M
- 3.8.1.9 Windows – O&M
- 3.8.1.10 Curtain wall and storefront work including anti chalking of aluminum, color retention of members, air/water infiltration O&M
- 3.8.1.11 Waste compactor and trash chute, and O&M
- 3.8.1.12 Window covering
- 3.8.1.13 Toilet O&M
- 3.8.1.14 Plumbing and Mechanical O&M Manuals including air and water balancing reports with as-built drawings
- 3.8.1.15 Electrical and O&M
- 3.8.1.16 Elevator Certification and O&M
- 3.8.1.17 Data/Communication O&M
- 3.8.1.18 Data and Telephone cabling test results
- 3.8.1.19 Attic Stock
- 3.8.1.20 Masonry O&M
- 3.8.1.21 HVAC O&M with – spare filters, fusible links
- 3.8.1.22 Fire Protection – As- Built Drawings and O&M
- 3.8.1.23 Start – Up & Test reports
- 3.8.1.24 Boilers O&M
- 3.8.1.25 VRF Systems O&M
- 3.8.1.26 Makeup air unit (MUAU) O&M
- 3.8.1.27 Water Treatment
- 3.8.1.28 Fireman’s test report
- 3.8.1.29 Building Floor Plan PDF with in wall link pictures

3.9 **Anticipated Design Schedule**

Schematic Design	January 2021 – March 2021
Design Documents	April 2021 – May 2021
50% Drawings and Specifications	June 2021 – July 2021
100% Drawings and Specifications	August 2021 – October 2021
Construction Drawings and Specifications	November 2021 – December 2021

4.0 **RFP SELECTION PROCEDURES**

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

4.1 **RFP Submittals**

Proposals will be distributed to the administration–approved evaluation committee for a thorough review, evaluation and final ranking recommendation to the Board of County Commissioners (BoCC).

4.2 **RFP Evaluation Committee**

The Evaluation Committee will evaluate the Technical Qualifications and Written Qualifications for each submittal in accordance with the evaluation criteria identified in Section 6.0.

In a Public Meeting, officiated by Procurement, the Committee discusses issues appropriate to the scoring. Members do not have to agree on exact scores, but each member’s score shall be justified, whether zero, high or low.

Depending on the complexity of the solicitation, additional meetings may be required, up to and including oral presentations. Oral presentations shall be made at no cost to Alachua County. During oral presentations the Consultant shall further detail their qualifications, approach to the project and ability to furnish the required services.

4.3 **RFP Contract Negotiation**

The County will negotiate a contract with any, all, or none of the consultants in order of the Final Ranking approved by the BoCC.

5.0 **PROPOSAL REQUIREMENTS AND ORGANIZATION**

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

5.1 **Letter of Interest**

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

5.2 **Project Understanding and Approach**

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

5.3 **Consultant's Qualifications and Staff**

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

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

5.3.2 A brief statement shall be included, on the Consultant's background, organization and size.

5.3.3 The one person designated to act as primary liaison between the Consultant and the County. In addition, an alternate must be designated to act in the temporary absence of the primary liaison.

5.3.4 If any services are to be subcontracted, then those Consultants must be identified. Qualifications of any sub-consultant(s) and resumes of the individual(s) assigned to the projects are to be furnished as part of the submittal.

5.3.5 Consultants shall demonstrate experience in the scope of services required herein. Describe in detail any prior experience.

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

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

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

5.7 **Appendix**

The Appendix should include the following information:

- 5.7.1 Completed Signature and Acknowledgement of Addendum Form **EXHIBIT A**
- 5.7.2 Completed Small Business Enterprise Program Participation Form, if applicable **EXHIBIT B.**
- 5.7.3 Certified Small Business Enterprise Points Request Form **EXHIBIT C.**
- 5.7.4 Proposed Subcontractors (Non-Small Business Enterprise) Form **EXHIBIT D.**
- 5.7.5 Completed Volume of Previous Work Summary Form **EXHIBIT E.**
- 5.7.6 Completed Drug Free Workplace Form, if applicable **EXHIBIT F.**
- 5.7.7 Completed Public Record Declaration or Claim of Exemption Form **EXHIBIT G.**
- 5.7.8 Insurance Requirements **EXHIBIT H.**
- 5.7.9 Corporate Resolution Granting Signing Authority and Authority to Conduct Business **EXHIBIT I.**
- 5.7.10 Copy of current Alachua County Small Business Certification, where applicable.
- 5.7.11 A statement of the Consultant's equal opportunity policies and practices.
- 5.7.12 List of verifiable references, for whom the Consultant has performed these type services. List any installations performed for governmental entities. The following should be provided for each reference listed:
 - 5.7.12.1 Name, title, address and phone number of the individual within the organization for whom the work was performed who can be contacted in regards to the project.
 - 5.7.12.2 The name(s) of the Manager or key staff person(s) who worked on the project.
 - 5.7.12.3 A copy of the selected Consultant's current Florida Professional Registration Certificate, if applicable.

6.0 **SELECTION AND EVALUATION CRITERIA**

The evaluation committee will evaluate the proposals as follows:

6.1 **Technical Qualifications (100 Obtainable Points)**

The Technical Qualifications will assess each responding Consultant's ability based on experience and qualifications of key staff members, the Consultant's capability of meeting time and budget requirements, whether a Consultant is a certified Small Business Enterprise, volume of work to the County, and the Consultant's record with regard to this type of work, particularly in the County or in Florida.

The Evaluation Committee will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

6.1.1 Ability of Professional Personnel = 50 points maximum

- 6.1.1.1 Resumes of the key staff support the firm's Competency in doing this type of work? Key staff includes the Project Manager, and other project team professionals.
- 6.1.1.2 Has the firm done this type of work in the past?
- 6.1.1.3 Is any of this work to be subcontracted? If so, what are the abilities of the firm(s) to be subcontracted?
- 6.1.1.4 Based on questions above, award points as follows:
 - 21-30 points - Exceptional Experience
 - 11-20 points - Average Experience
 - 0-10 points - Minimal Experience
- 6.1.1.5 Has the company or key staff recently done this type of work for the County, the State, or for local government in the past?
 - 6.1.1.5.1 If the work was acceptable, award up to ten (10) points.
 - 6.1.1.5.2 If the firm has not done this type of work, award zero (0) points.
 - 6.1.1.5.3 If the work was unacceptable, deduct up to ten (10) points and note why.
- 6.1.1.6 Are there factors, such as unique abilities, which would make a noticeable (positive) impact on the project?
 - 6.1.1.6.1 If the answer is yes, award from one (1) to ten (10) points and note reasons.
- 6.1.1.7 If the answer is no, award zero (0) points.

6.1.2 Capability to Meet Time and Budget Requirements = 20 Points maximum

- 6.1.2.1 Does the level of key staffing and their percentage of involvement, the use of subcontractors (if any), office location, and/or information contained in the transmittal letter indicate that the firm will, or will not, meet time and budget requirements?
- 6.1.2.2 To your knowledge, has the firm met or had trouble meeting time and budget requirements on similar projects?
- 6.1.2.3 Have proof of insurability and other measures of financial stability been provided?
- 6.1.2.4 Are time schedules reasonable?
- 6.1.2.5 Current Workload.
- 6.1.2.6 This factor is designed to determine how busy a firm is by comparing all Florida work against Florida personnel.

6.1.3 Location = 10 points

- 6.1.3.1 Points Provided by Procurement.

6.1.4 Small Business Enterprise Participation (SBE) - 15 Point Maximum

- 6.1.4.1 Points Provided by Procurement.

6.1.5 Volume of Previous Work (VOW) awarded by the County = 5 Points

- 6.1.5.1 Points Provided by Procurement.

6.2 **Written Proposal (100 Obtainable Points)**

The Evaluation Committee will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project team and the proposed project schedule. It should relate the capabilities of the project team to the requirements of the scope of services.

The Evaluation Committee will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

6.2.1 **Understanding Of Project = 25 points maximum**

6.2.1.1 Did the proposal indicate a thorough understanding of the project?

6.2.1.2 Is the appropriate emphasis placed on the various work tasks?

6.2.2 **Project Approach = 25 points maximum**

6.2.2.1 Did the firm develop a workable approach to the project?

6.2.2.2 Does the proposal specifically address the County's needs or is it "generic" in content?

6.2.3 **Project Manager = 10 points maximum**

6.2.3.1 Does the project manager have experience with projects comparable in size and scope?

6.2.3.2 Does the Project Manager have a stable job history? Has he/she been with the firm long, or have there been frequent job changes?

6.2.4 **Project Team = 20 points maximum**

6.2.4.1 Was a project team identified?

6.2.4.2 Is the team makeup appropriate for the project?

6.2.4.3 Do the team members have experience with comparable projects?

6.2.4.4 Are there any sub contracted firms involved? Will this enhance the project team?

6.2.4.5 Are the hours assigned to the various team members for each task appropriate?

6.2.5 **Project Schedule: = 10 points**

6.2.5.1 Is the proposed schedule reasonable based on quantity of personnel assigned to the project?

6.2.5.2 Are individual tasks staged properly and in proper sequence?

6.2.6 **Proposal Organization = 10 points maximum**

6.2.6.1 Was proposal organization per the RFP?

6.2.6.2 Was all required paperwork submitted and completed appropriately?

6.2.6.3 Did the proposal contain an excessive amount of generic boilerplate, resumes, pages per resume, photographs, etc.?

6.3 **Oral Presentation (*Optional*) (200 Obtainable Points)**

Oral presentation should address both the technical qualifications of the Consultant and their approach to the project.

Importance is given to the Consultant's understanding of the project, the placement of emphasis on various work tasks, and response to questions. The Evaluation Committee will assess the project manager's capability and understanding of the project and their ability to communicate ideas. The role of key members of the project team should be established based on the scope of services and the Consultant's approach to the project. The role of any subcontracted Consultant in the proposal should be clearly identified.

Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project, particularly "why it is to be done" as well as "what is to be done."

6.3.1 **Understanding of Project = 50 points maximum**

6.3.1.1 Did the presentation indicate a thorough understanding of the project? Is the appropriate emphasis placed on the various work tasks?

6.3.1.2 Was the presentation more specific to the County's project or a "generic" presentation?

6.3.1.3 Did the firm develop a workable approach to the project?

6.3.2 **Responsiveness to Questions = 40 points maximum**

6.3.2.1 Were questions answered directly or evasively?

6.3.2.2 Were answers to questions clear and concise or scrambled and verbose?

6.3.3 **Project Team = 50 points maximum**

6.3.3.1 Did the project team participate?

6.3.3.2 Was project team plan of action presented and how specifically did it address the project?

6.3.3.3 Was there participation from any subcontracted firms? What was the impact of their participation?

6.3.4 **Project Manager = 50 points maximum**

6.3.4.1 Does the project manager have experience with responsibility for projects of comparable size and scope? Did he/she have a good understanding of this project?

6.3.4.2 Did the project manager participate in the presentation? How effectively did he/she communicate ideas and respond to questions?

6.3.5 **Other = 10 points maximum**

6.3.5.1 Award additional points for unique experience or abilities; organization of approach; understanding of "why it is to be done", as well as, "what is to be done," etc. Do not award points for excessive boilerplate, excessive participation by "business development", and use of "professional" presenters.

6.4 **Other Factors**

The Other Factors to be considered, but not limited to, are those items, such as Small Business Enterprise status, past performance, and previous amount of work for Alachua County.

7.0 **PROFESSIONAL RESPONSIBILITY**

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

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

7.1 **Insurance Requirements**

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

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

7.2 **Performance Bond (NOT applicable)**

A performance bond and payment bond in an amount equal to one hundred percent (100%) of the contract sum will be required of the successful proposer. No proposer may withdraw his proposal for a period of ninety (90) days after the actual date of the opening thereof.

8.0 **GENERAL TERMS AND CONDITIONS**

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

8.1 **Assignment of Personnel**

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

8.2 **Basis for Contract Negotiation**

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

8.3 **Term of the Contract**

The contract shall be effective for the period beginning on the date of the fully executed contract.

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

8.5 **Governing Law**

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

8.6 **Permits, Laws & Regulations**

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

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

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

8.7 **Award of Contract(s)**

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

8.8 **Vendor Complaints or Grievances; Right to Protest**

Unless otherwise governed by state or Federal law, this Part shall govern the protest and appeal of Procurement decisions by the County. The term “Bidder” includes any Person that responds to any type of Solicitation issued by the County (e.g., ITB, RFP, ITN), and is not limited solely to a Person that submits a bid in response to an Invitation to Bid (ITB).

8.8.1 **Notice of Solicitations and Awards**

The County Shall provide notice of all Solicitations and Awards by Electronic posting in accordance with the Procedures, unless a different method is required by the Florida Statutes, in which case the County Shall provide notice in accordance with the requirement of the Florida Statutes.

8.8.2 **Solicitation Protest**

Any prospective Bidder may file a Solicitation Protest concerning a Solicitation.

8.8.2.1 Basis of the Solicitation Protest: The alleged basis for a Solicitation Protest shall be limited to the following:

8.8.2.1.1 The Solicitation is inconsistent with this Code or the requirements of applicable Florida Statutes;

8.8.2.1.2 The terms, conditions or Specifications of the Solicitation are in violation of, or are inconsistent with, applicable laws, Regulations, Procedures, policies or other legal authorities governing the Solicitation, including but not limited to the method of evaluating, ranking or awarding of the Solicitation, reserving rights of further negotiations, or modifying or amending any resulting Contract; and

8.8.2.1.3 The Solicitation instructions are unclear or contradictory.

8.8.3 **Timing and Content of the Solicitation Protest**

The Solicitation protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 “Procurement”, Article 9 “Legal and Contractual Remedies” and must be received by the Procurement Manager by no later than 3:00 PM on the fourth business day after the solicitation was posted by the County. Failure to timely file a solicitation protest shall constitute a total and complete waiver of the bidder’s right to protest or appeal any solicitation defects, and shall bar the bidder from subsequently raising such solicitation defects in any subsequent Award protest, if any, or any other administrative or legal proceeding.

8.8.4 **Award Protest**

Any Bidder who is not the intended awardee and who claims to be the rightful awardee may file an Award Protest. However, an Award Protest is not valid and shall be rejected for lack of standing if it does not demonstrate that the protesting party would be awarded the Solicitation if its protest is upheld.

8.8.5 **Basis of the Award Protest**

The alleged basis for an Award Protest shall be limited to the following:

8.8.5.1 The protesting party was incorrectly deemed non-responsive due to an incorrect assessment of fact or law;

8.8.5.2 The County failed to substantively follow the Procedures or requirements specified in the Solicitation documents, except for minor irregularities that were waived by the County in accordance with this Code, which resulted in a competitive disadvantage to the protesting party; and

8.8.5.3 The County made an identifiable mathematical or other errors in evaluating the responses to the Solicitation, resulting in an incorrect score and not protesting party not being selected for award.

8.8.6 **Timing and Content of the Award Protest**

The Award Protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 “Procurement”, Article 9 “Legal and Contractual Remedies” and must be received by the Procurement Manager at lsapp@alachuacounty.us no later than 3:00 PM on the fourth Business day after this Proposed Award Decision was posted by the County. Failure to timely file an Award Protest shall constitute a total and complete waiver of the Bidder’s right to protest or appeal the County’s proposed Award decision in any administrative or legal proceeding.

8.8.7 **Burden of Proof**

Unless otherwise provided by Florida law, the burden of proof shall rest with the protesting party.

8.8.8 **Stay of Procurement during Protests**

In the event of a timely protest, the County shall not proceed further with the Solicitation or with the award of the Contract until the County Manager, after consultation with the head of the Using Agency, makes a written determination that the award of the Solicitation without delay is:

8.8.8.1 necessary to avoid an immediate and serious danger to the public health, safety, or welfare;

8.8.8.2 necessary to avoid or substantial reduce significant damage to County property;

8.8.8.3 necessary to avoid or substantially reduce interruption of essential County Services; or;

8.8.8.4 otherwise in the best interest of the public.

8.9 **Assignment of Interest**

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

8.10 **Indemnification**

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

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

8.11 **Amendments**

This agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

8.12 **Default and Termination**

The failure of either party to comply with any provision of the contract shall place that party in default. Prior to terminating the contract, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. The Department Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the selected Consultant.

The County may terminate the contract without cause by first providing at least 24 hours written notice to the selected Consultant prior to the termination date. The County's Department Director is authorized to provide written notice of termination on behalf of the County.

In the event funds to finance the contract become unavailable, the County may terminate the contract with no less than twenty-four hours' notice in writing to the selected Consultant. The County shall be the final authority as to the availability of funds.

8.13 **Successors and Assigns**

The County and selected Consultant each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the selected Consultant of its interest in the contract without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or the selected Consultant, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the selected Consultant.

8.14 **Non Waiver**

The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

8.15 **Independent Consultant**

In the performance of this agreement, the Consultant will be acting in the capacity of an independent Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Consultant shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Consultant in the full performance of the agreement.

8.16 **Collusion**

The proposer, by affixing his signature to the Signature and Acknowledgement of Addendum Form **EXHIBIT A**, declares that the bid is made without any previous understanding, agreement, or connections with any persons, Consultants or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

The proposer, by affixing his signature to the Signature and Acknowledgement of Addendum Form **EXHIBIT A**, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of the contract.

SIGNATURE AND ACKNOWLEDGEMENT OF ADDENDUM FORM

RFP 21-951 A & E Professional Services for the Court Services Support Building

PROPOSAL OPENING DATE 2:00 pm, Wednesday, December 9, 2020

Local Based Firms per Section 1.16, Check One Below	
<input type="checkbox"/>	I certify that my business is located in Alachua County and meets the criteria for location points as specified in Section 1.16.
<input type="checkbox"/>	I am not a local based firm in Alachua County.

Acknowledge Receipt of Addendum(s) (if applicable): #1 ☐ #2 ☐ #3 ☐ #4 ☐ #5 ☐ #6 ☐

Proposer _____ Company _____

Address _____

Authorized Signature _____ Title _____

Clearly Print Name _____

Email Address _____

Phone _____ Fax _____ Date _____

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM PARTICIPATION FORM

RFP: 21-951 A & E Professional Services for the Court Services Support Building

OPTION 1

I certify that our Company is an **Alachua County Certified Small Business Enterprise (SBE)** registered prior to the Bid opening.

Circle One

Yes (If yes, complete and sign the last page of this Exhibit)

No (If No, proceed to *Option 2.*)

OPTION 2

I certify that our Company **will perform ALL work** and that no subcontractors will be utilized for this bid.

Circle One

Yes (If yes, complete and sign the last page of this Exhibit)

No (If No, proceed to *Option 3.*) EXHIBIT B

RFP: 21-951 A & E Professional Services for the Court Services Support Building

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM PARTICIPATION FORM

OPTION 3

SBE Participation. I certify that our Company has contacted the **Alachua County's Certified SBEs** listed below. I state that the following information regarding SBE Subcontractors is true and correct to the best of my knowledge and belief.

Alachua County has adopted a 15% SBE participation goal and policies which encourage participation of Small Business Enterprises (SBE) in the provision of labor, time, supplies, services or construction items of any kind materials.

SBEs are located in the [Alachua County Small Business Enterprise Directory](#).

Subcontractor (any business entity holding a subcontract with the prime vendor) services are defined as, "a contract with another business entity that obtains labor, time, supplies, services or construction items of any kind."

Vendors submitting bids under this solicitation are to identify the intended SBE subcontractors. These SBEs have agreed to perform the work for **the total dollar value and percentage of the bid** set forth below.

If SBE subcontractors are not utilized and listed below or if option 1 or 2 was not chosen, you should proceed to *Option 4* and document your Good Faith Effort.

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____%

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____%

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____%

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM PARTICIPATION FORM

RFP: 21-951 A & E Professional Services for the Court Services Support Building

OPTION 4

SBE Good Faith Effort. To be considered responsive all Vendors **should have** SBE Participation or demonstrate a good faith effort to utilize SBE subcontractors. **If option 1, 2 or 3 was not chosen the Vendor should complete the section below substantiating compliance with good faith effort requirements.**

In accordance with Section 22.36, of the Alachua County Procurement Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response should be recorded in the section below.)

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM PARTICIPATION FORM

RFP: 21-951 A & E Professional Services for the Court Services Support Building

I as the undersigned Vendor certify that I have completed one of the option(s) below (*Circle One*):

OPTION 1

OPTION 2

OPTION 3

OPTION 4

If you are unable to certify that, you have completed to the best of your knowledge and belief **OPTION 1, OPTION 2, OPTION 3 or OPTION 4, CALL (48 hours prior to bid opening) Procurement at 352.374.5202, for direction.**

Vendor Name _____ Date _____

Signature _____ Title _____

Printed Name _____ Title _____

CERTIFIED SMALL BUSINESS ENTERPRISE POINTS REQUEST FORM FOR RFP's

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

CERTIFIED SMALL BUSINESS ENTERPRISE (SBEs)- REQUEST FOR POINTS 15 POINT MAXIMUM																															
Points for Certified Small Participation is to be awarded using one of the options below:		Points Allowed	Points Requested																												
Fifteen (15) points are awarded to the Consultant if the Consultant is a certified small business (per Alachua County's current SBE registry at the time set for receipt of submittals) and at least 51% of the job will be performed by the Consultant.		15 pts																													
Eight (8) to thirteen (13) points are awarded if the Consultant commits to a significantly higher certified Small participation than the goal, based on the breakdown indicated below: Percentage of Certified Small Participation: <table><tr><td>at least</td><td>but less than</td><td colspan="2">Points to be Awarded</td></tr><tr><td>25%</td><td>30%</td><td>8</td><td>Points</td></tr><tr><td>30%</td><td>35%</td><td>9</td><td>Points</td></tr><tr><td>35%</td><td>40%</td><td>10</td><td>Points</td></tr><tr><td>40%</td><td>45%</td><td>11</td><td>Points</td></tr><tr><td>45%</td><td>50%</td><td>12</td><td>Points</td></tr><tr><td>50%</td><td>51%</td><td>13</td><td>Points</td></tr></table>		at least	but less than	Points to be Awarded		25%	30%	8	Points	30%	35%	9	Points	35%	40%	10	Points	40%	45%	11	Points	45%	50%	12	Points	50%	51%	13	Points	8 pts - 13 pts	
at least	but less than	Points to be Awarded																													
25%	30%	8	Points																												
30%	35%	9	Points																												
35%	40%	10	Points																												
40%	45%	11	Points																												
45%	50%	12	Points																												
50%	51%	13	Points																												
Five (5) points are awarded to a Consultant who has committed to meet the percentage participation goal of 15% as established by the Board of County Commissioners and the Consultant has listed the certified small business(es) and clearly stated the work and percentages of the job that those business(es) will perform.		5 pts																													

PROPOSED SUBCONTRACTORS (Non-Small Business Enterprise) FORM

RFP: 21-951 A & E Professional Services for the Court Services Support Building

This form is for all **Non-Small Business Enterprise subcontractors** being utilized on this project that **are not included on Exhibit C**.

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____%

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____%

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____%

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____%

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____%

If additional space is required for your subcontractor listing, make copies of this Exhibit D and submit with you bid package

VOLUME OF PREVIOUS WORK SUMMARY

Volume of previous work will be determined by the actual fees rendered to the consultant by Alachua County. These fees are based on actual payments made to the consultant and are retrieved from the County's electronic accounting system. Only a portion of these fees (Adjusted fee) will be considered based on the fiscal year payments and the factor listed below (see chart below).

SAMPLE

PERIOD	ACTUAL FEE	FACTOR	ADJUSTED FEE
Current and last year (Oct 1 – Sept 30)	\$ 100,000.00	X 1.0	\$ 100,000.00
Second year past (Oct 1 – Sept 30)	\$ 100,000.00	X .08	\$ 80,000.00
Third year past (Oct 1 - Sept 30)	\$ 100,000.00	X .06	\$ 60,000.00
TOTAL ADJUSTED FEE CONSIDERED			\$ 240,000.00

VOLUME OF PREVIOUS WORK - POINTS EARNED

The volume of previous work points earned are based on the adjusted fee (see chart below).

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

DRUG FREE WORKPLACE

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

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

Name of Business

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

Date

PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

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

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

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

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

Proposer’s Signature: _____ Date: _____

- - - OR - - -

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

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

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

Proposer’s Signature: _____ Date: _____

TYPE “B” INSURANCE REQUIREMENTS
“Professional or Consulting Services”

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

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

II. AUTOMOBILE LIABILITY.

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

III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.

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

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
 - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
 - 2 The Contractor’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor’s insurance and shall be non-contributory.
- C All Coverages
 - 1 The Contractor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBCONTRACTORS

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

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL, EMAIL or FAX CERTIFICATES

The Certificate of Insurance must include the following:

Department Contact: **Steven Wargo**

Department: **Facilities Management**

Phone: **352.374.5229**

Email: **swargo@alachuacounty.us**

Bid: **RFP 21-951 A & E Professional Services for the Court Services Support Building**

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors (“Directors”) of _____, a
(insert name of company)
_____ corporation (the “Corporation”), at a duly and properly
(insert state of incorporation)

held meeting on the _____ day of _____, 20____, did hereby consent to, adopt,
ratify, confirm and approve the following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good standing under the laws of
the State of _____ and is authorized to do business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute and enter into contracts and
conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of the Corporation
listed below are hereby authorized and empowered, acting along, to sign, execute and deliver any and all contracts
and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to
the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications
for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related
to any bids, proposals, or contracts to, for or with to Alachua County, a charter county and political subdivision
of the State of Florida:

NAME

TITLE

NAME	TITLE
_____	_____
_____	_____
_____	_____

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Procurement Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Procurement Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this _____ day of _____, 20____, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal) Secretary of the Corporation

By:_____

(Print Secretary's Name)

SAMPLE AGREEMENT BETWEEN OWNER AND ARCHITECT FOR DESIGN OF

This Agreement is entered into this _____ day of _____, 20____ between Alachua County, a charter county and political subdivision of the State of Florida by and through its Board of County Commissioners, hereinafter referred to as "County" and _____, a for profit corporation licensed to do business in the State of Florida and doing business at _____, hereinafter referred to as

"Architect."

WITNESSETH

WHEREAS, the County desires to hire an architect to provide professional services for the design and architectural management over the construction of _____ and any addenda, thereto, the Scope of Services and subsequent negotiations between the parties; and

WHEREAS, the Architect is qualified to provide these services; and

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

1. **Definitions:**

- a. **Construction Documents:** Plans, specifications, change orders, revisions, addenda, and other information which set forth in the detail the work.
- b. **Final Completion:** The stage of construction when the work has been completed in accordance with the Agreement for Construction and the owner has received all documents and items necessary for closeout of the work.
- c. **Substantial Completion:** The stage of completion when the owner can occupy or beneficially use satisfactorily completed work for its intended purpose.

2. **Term** – This Agreement is effective upon execution by the parties hereto and continues until all duties are completed or until terminated as provided for herein.

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

3. **Project Description and Location – DESCRIBE THE GENERAL SCOPE OF THE PROJECT AND ITS SPECIFIC LOCATION**

4. **Representation and Warranties** – By executing this Agreement, the Architect makes the following express representations and warranties to the County:

- a. The Architect is professionally qualified to act as the Architect for the Project and is licensed to practice architecture in the State of Florida and with all public entities having jurisdiction over the Architect and the Project;
 - b. The Architect shall maintain the necessary licenses, permits or other authorizations necessary to act as Architect for the Project until the duties hereunder have been fully satisfied;
 - c. The Architect has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;
 - d. The Architect shall prepare the deliverables required by this Agreement including, but not limited to, contract documents, in such a manner that they shall be accurate, coordinated, and comply with the applicable law, codes and regulations;
 - e. The Architect warrants that the deliverables prepared are adequate and sufficient to accomplish the purposes of the Project and meet the requirements of the applicable federal, state and local codes and regulations.
 - f. All drawings and specifications produced by the Architect will provide a progress approval statement requiring the signature of County and User Groups review. As a minimum, this block should include date, completion percent, owner representation, user group representation, and comments. Approval by County in no way releases Architect from its duty to completely perform the contract.
 - g. The Architect acknowledges that the County's review of the deliverables in no way diminishes the Architect's warranty pertaining to the deliverables.
5. **Duties, Obligations and Responsibilities of the Architect Before Construction** The Architect shall have and perform the following duties, obligations and responsibilities to the County included, but not limited to:

a. **Arts and Public Places (IF APPLICABLE)**

- i. The Architect shall participate on the Gainesville/Alachua County Arts in Public Places Trust (APPT) Committee.

(a) Participation in Trust meetings shall be limited to ____ meetings.

b. **Meeting Protocols**

- i. The Architect shall attend meetings as required by the County, however limited to a number of meetings by phase as defined herein:

- (a) Schematic Design (SD) = ____ meetings;
- (b) Design Development (DD) = ____ meetings;
- (c) Construction Documents (CD) = ____ meetings;
- (d) Construction Administration (CA) = As identified in the Agreement.

- ii. The Architect shall not have any direct or indirect contract relationship with any officer, or employee, of the County that will conflict with his ability to perform the work hereunder. All personnel assigned

to the work shall be fully qualified and all facilities employed shall be adequate for the work required. The A&E Firm shall assist the Owner on developing the construction document/contract.

- iii. Attend all meetings and conferences as arranged and required by the County during the progress of the work hereunder to establish design concepts, to review preliminary and final reports, secure agreement upon comprehensive and detailed basis of design, and discuss any other matters relating to the work.
- iv. Provide the County with written memoranda to confirm and record the understandings and agreements resulting from meetings and conferences in accordance with Section 3.1.3.2.

- c. **Energy and Environmental Design** – the Architect shall endeavor to implement design elements into the project necessary to achieve energy efficiency desired by the County.

OR – IF APPLICABLE

- i. If the County selects a formal energy efficiency certification. Prior to and during the preparation of the documents, the Architect shall consult with the County to review the parameters and achievable performance expectations, materials, methods, operation and maintenance commitment and proactively participation in design decisions. During the design process, the Architect shall consult with the County's Commissioning Agent as an integrated approach to the design process.
- ii. It is understood that although design goals for selected energy efficiency certification are achievable, the realization of annual savings and decreased resource consumption are driven by published material performance data, operational and maintenance commitment and the importance of periodic re-commissioning are co-dependent.
- iii. Energy Efficiency Certification desired: _____
- iv. The Architect shall complete studies, scorecards or other requirements necessary for the selected certification. It should also include an itemized cost matrix identifying the cost to certify the building under the County selected program.
- v. The Architect must provide the County with a list of vendors and manufacturers with Green products applicable to the Project within the first 90 days of the Agreement.
- vi. The Architect must conduct any required workshops with parties designated by the Owner.
- vii. Where specific certification/credentialing of professionals employed by the Architect is required to achieve the County selected certification, Architect shall, within 15 days of the Agreement awarding, submit to the County copies of certification/credentials awarded to the professionals who will process the application packet.
- viii. Preliminary Design – During the design phase, the consultant shall coordinate at least one site visit to an example project that has achieved the certification required by the County. The Architect shall during the design phase, provide the following information relating to energy efficient buildings:
 - (a) Cost data for green material components and systems.
 - (a) Special projects requirements.
 - (b) Any financial impacts

- d. **Project Testing Services** - The Architect shall provide additional services, as directed by the Owner, to

set forth in the Construction Documents all appropriate and advisable project testing requirements including, without limitation, geotechnical, Hazardous Substance, structural, chemical, electrical or mechanical tests and investigations and construction materials testing. Also, at additional cost to the Owner, the Architect shall prepare scopes of work, including preliminary testing parameters for geotechnical work, soil borings and load tests for soil bearing capacity, to assist the Owner in securing all necessary project testing and evaluate such test results.

- e. **Project Approval Services:** - As required for the Project, the Architect shall promptly assist the Construction Manager and the Owner in securing all approvals from governing authorities with jurisdiction over the Project. Without limitation, the Architect shall timely assist the Construction Manager and the Owner in making application for rezoning, site plan approval, local variances or other approvals, including completion of all necessary applications and supporting documentation.

- 6. **Schematic Design** – Prior to the preparation of the Schematic Design, the Architect shall first consult in detail with the County, and shall carefully examine any information provided by the County, concerning the County's purposes, concepts, desires and requirements (the "County's Criteria"), including but not limited to: any design, construction, scheduling, budgetary or operational Project needs, restrictions, or requirements. The Architect will conduct a series of meetings with the County to develop a program assessment for the Project. Following such examination, the Architect shall prepare and submit to the County a written report detailing the Architect's Schematic Design and understanding of the County's Criteria and identifying any design, construction, scheduling, budgetary, operational, or other problems or recommendations which may result from the County's Criteria. The written report of the Architect shall also include proposed solutions, if appropriate; addressing each of such identified problems. The quality of Architect's work shall be consistent with the requirements of this Agreement and prevailing industry standards. Architect shall insure that its fees charged the services performed hereunder are fair, reasonable and consistent with fees charged locally for similar work. The Architect shall provide, or cause to be provided, all design services and incidentals necessary to providing, performing, and completing the project. Architect understands and acknowledges that all documents and material provided with the RFP, and any addenda, are general and preliminary, and that Architect shall not rely on the accuracy or completeness thereof. Architect acknowledges that its duties, hereunder, shall not be excused or discharged, in any respect, based on the incompleteness or inaccuracy of any such documents or materials.
- 7. **Schematic Design Price Estimate** - Upon completion of the Schematic Development, the Architect shall submit to the County, in writing, an estimate for constructing this project.
- 8. **Design Development** – After reviewing with the County Schematic Design and Schematic Design Estimate, and agreeing upon any proposed solution to identified problems resulting from the County's Criteria, and in no event later than _____ days after the effective date of this Agreement, the Architect shall draft and submit to the County five copies of a Design Development for the Project. The Design Development shall be consistent with the County's Criteria and verified by the Construction Manager, and shall include the following:
 - a. Design Development plans which depict as appropriate each of the basic aspects of the Project including, but not limited to, the size, location and dimensions of each structure; and
 - b. Design Development plans which depict each exterior view of each structure; and

- c. A floor plan for each room within the Project and the dimensions thereof; and
- d. Written Design Development specifications, together with Design Development plans, if and as necessary or useful to the County, of the architectural, electrical, mechanical, structural and, if relevant, other systems to be incorporated in the Project; and
- e. A written description of the equipment and materials to be specified for the Project and the location of same strong consideration shall be given to material and equipment quality as Green and or sustainable products; and
- f. Any other documents or things necessary, or appropriate, to describe and depict the Design Development and the conformity of same with the County's Criteria (as, and if, modified as set forth above) for the Project; and
- g. The Architect shall provide documents to the County for review in accordance with schedule requirements with sufficient lead time to allow the County reasonable time for review.
- h. The Architect shall provide updated cost estimates of the Design at 30%, 50% and 100% completion.
- i. Upon completion of the Preliminary Design, the Architect shall submit to the County in writing, its estimate of the Contractor's anticipated price for constructing the Project in accordance with the Preliminary Design.
- j. **Construction Documents** – Upon written direction from the County, after reviewing with the County the Design Development documents, and after incorporating any changes or alterations authorized by the County with respect to the Design Development documents or with respect to the County's Criteria, as, and if, modified, and in no event later than 390 days after the effective date of this Agreement, the Architect shall draft and submit to the County six copies of the Construction Documents. The Construction Documents shall include, but shall not necessarily be limited to, plans and specifications which describe with specificity the systems, elements, details, components, materials, equipment, and other information necessary for construction. The Construction Documents shall be accurate, coordinated and adequate for construction and shall be in conformity, and comply with applicable law, codes and regulations. Products, equipment and materials specified for use shall be readily available unless authorization to the contrary is given by the County.
- k. **Design Development Price Estimate** – Upon completion of the Design Development, the Architect shall submit to the County in writing, its estimate and comparison to the Construction Manager's anticipated Contract Price for constructing the Project (the "Maximum Price") in accordance with the Design Development documents. Once Approved, Contract Price for constructing the Project (the "Maximum Price") shall not be increased or decreased by the Architect unless the construction documents are changed upon authorization by the County. In such event, the final anticipated price estimate shall be adjusted by the Architect to reflect any increase or decrease in anticipated price resulting from the change in Design for Construction.
- l. **Exceeding an Established "Maximum Price"** – Prior to directing the Architect to proceed with preparation of the Construction documents, the County may establish and communicate to the Architect a maximum amount for payment to the Construction Manager as the Contract Price for

constructing the Project (the "Maximum Price"). In the event the Architect's final Design Development anticipated price estimate exceeds the Maximum Price, or in the event the lowest bid or negotiated proposal from a qualified contractor exceeds the Maximum Price, the County may require the Architect, at no cost to the County, for up to _____ hours of work by the Architect, to consult with the County and to revise the Design Development documents so as to obtain a bid or proposal at or below the Maximum Price. County may also require Architect to review the proposal from the Construction Manager and assist the County in negotiating a lower price from the Construction Manager. Alternative design solutions may also be required, such as value engineering or scope reduction. Absent clear and convincing evidence of gross negligence of the Architect in making its final anticipated price estimate or in designing the Project without regard to the Maximum Price, providing such revisions and negotiating assistance shall fulfill the Architect's liability to the County in connection with the Maximum Price.

9. **Duties, Obligations and Responsibilities During Construction** – During construction of the Project, and at all times relevant thereto, the Architect shall have and perform the following duties, obligations, and responsibilities:

- a. The Architect shall, as contemplated herein and in the Construction Documents, but not otherwise, act on behalf, and be the agent, of the County throughout construction of the Project. Instructions, directions, and other appropriate communications from the County to the Construction Manager shall be given to the Construction Manager by the Architect;
- b. Upon receipt, the Architect shall carefully review and examine the Construction Manager Schedule of Values, together with any supporting documentation or data which the County or the Architect may require from the Construction Manager. The purpose of such review and examination shall be to protect the County from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, or as otherwise directed by the County in writing, the Schedule of Values shall be returned to the Construction Manager for revision and resubmission of supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Architect shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Construction Manager. The Architect shall not sign such Schedule of Values in the absence of such belief.
- c. The Architect shall carefully observe all work performed by the Construction Manager whenever and wherever necessary, and shall, at a minimum, observe work at the Project site no less frequently than once a week or more frequently as required by the stage of construction. Field visits shall be limited to the close proximity to the site and based on a fourteen (14) month construction duration. The purpose of such inspections shall be to determine the quality and quantity of the work in comparison with the requirements of the Construction Documents. In making such observations, the Architect shall protect the County by ensuring work is performed according to design and construction documents while validating a payment to Construction Manager. Following each observation, the Architect shall submit a written field report of such observation, together with any appropriate comments or recommendations, to the County. The Architect shall maintain a record of the Contractor's Application for payment.

- d. The Architect shall initially approve and record periodic and final payments owed to the Construction Manager under the Construction Documents predicated upon observations of the work as required herein and evaluations of the Construction Manager rate of progress in light of the remaining Contract Time and shall issue to the County Approvals of Payment in such amounts. By issuing an Approval of Payment to the County, the Architect reliably informs the County that the Architect has made the inspection of the work required herein, and that the work for which payment is approved has reached the quantities or percentages of completion shown, or both, that the quality of the Construction Manager work meets or exceeds the requirements of the Construction Documents, and that under the terms and conditions of the Construction Documents, the County is obligated to make payment to the Contractor for the amount approved;

All drawings and specifications produced by the Architect will provide a progress approval statement requiring the signature of County and User Groups review. As a minimum, this block should include date, completion percent, owner representation, user group representation, and comments. Approval by the County shall not relieve the Architect of its duty to completely perform the contract.

- e. The Architect shall promptly provide appropriate interpretations as necessary for the proper execution of the work;
- f. The Architect shall advise the County in writing to reject any work of the Construction Manager which is not in compliance with the Construction Documents;
- g. The Architect shall recommend inspection or re-inspection and testing or retesting of the work in accordance with the provisions of the Construction Documents whenever appropriate.
- h. The Architect shall receive shop drawings and submittals which have been pre-screened for conformance, by the Construction Manager's and within two weeks, or less examine, study, approve, or otherwise respond to the shop drawings and other submittals. Approval by the Architect of the submittal from the Construction Manager shall constitute the Architect's representation to the County that such submittal is in conformance with the Construction Documents;
- i. The Architect shall receive and promptly examine and advise the County concerning any written requests relating to the project from the Construction Manager, i.e., change orders, Request for Information (RFIs), etc. Responses to RFIs shall be provided within three (3) days or sooner, if possible. Upon request by the County, the Architect shall draft Change Orders, whether initiated by the County or by the Construction Manager, and approved by the County, in accordance with the Construction Documents;

The Architect must process all correspondence (Request for Information-RFI/Request for Payment-RFP, etc.) with a formal transmittal document.

- j. Based upon observations of the Project, and upon receiving written notification request of such from the Construction Manager, the Architect, shall certify in writing to the County the fact and the date upon which the Construction Manager has achieved 50% completion, the date upon which the Construction Manager has achieved substantial Completion of the Project and the date upon which the Construction Manager has achieved Final Completion of the Project;

- k. The Architect shall transmit to the County all manuals, operating instructions, as-built plans (CAD) on CD/Disk Copy, warranties, guarantees, release of liens, test results, certificate of occupancy and other documents and things required by the Construction Documents as submitted by the Construction Manager;
- l. The Architect shall testify in any legal proceeding, concerning the design and construction of the Project, when requested in writing by the County, and shall make available to the County any personnel or consultants employed or retained by the Architect for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or actions relating to, or arising out of, the design or construction of the Project at an hourly rate based on the attached Rate Schedule;
- m. The Architect shall review and transmit to the County any as-built drawings furnished by the Construction Manager and verify that the changes were made in accordance with the Owner's process for making such changes.
- n. The Architect shall assist the County in preparing a list of items (Punch Lists), as identified in the Close-Out Section of the Project Manual, and required to render complete, satisfactory and acceptable the construction services required for the Construction Manager to complete the Project within a two (2) week duration;
- o. The Architect shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the Architect, or its consultants, or both. Any omission discovered after the 100% completion drawing should be resolved within fifteen (15) business days by the consultant and at no cost to the County.
- p. Conduct a meeting with County and Construction Manager sixty (60) days prior to substantial completion to review progress.
- q. Once substantial completion is achieved, the Architect and the Construction Manager will complete the certified punch list. The Architect will conduct a walk through inspection verifying that every item on the punch list is completed, verified and signed. The Architect and Construction Manager will perform the second project inspection with the Facility Manager or designee 5 business days prior to the Construction Manager issuing a Notice of Completion. The Architect will issue the architect's final certificate only upon completion of a satisfactory inspection by the Owner and Construction Manager.
- r. Conduct a joint review with County representative(s) (Project Coordinators) to determine if the project is substantially complete and a final inspection to determine if the project has been fully completed in substantial accordance with the contract documents, and the Construction Manager has fulfilled all of his obligations; thereunder, so that the Architect may recommend approval, in writing, of final payment to the Construction Manager.
- s. Prior to the submission of requests for final payment, the Construction Manager and the Architect will conduct a project close-out session with County staff, ensuring that the County is satisfied with the project. As a minimum, the close-out session should include: 1) Review of project documents; 2) Inventory of transmittals; 3) Review of punch list; and 4) Final joint site inspection, with User Group.

- t. The Architect shall meet with the Owner or designed representative promptly after substantial completion to review the need for facility operation services.
- u. Upon request of the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendation to the Owner.
- v. **As-Built Drawings:** The Architect shall perform the services for preparation and delivery of film reproducible as-built drawings to the County, specifically including, but not limited to the following:
 - i. Review the coordination, observation, cross referencing and the performance of field surveys, as required to verify as-built drawings, received from the Construction Manager.
 - ii. Make necessary red line mark-ups to reproducible documents to reflect actual facilities installed and/or constructed and return to the Construction Manager for correction.
 - iii. Take all steps necessary to prepare and deliver to the County, as-built drawings received corrected from the Construction Manager within the two-month period following the date of final acceptance of the project by the County, such period includes the time required by the Construction Manager to prepare, check, make corrections after review by the Architect and re-submit his as-built construction data.
 - iv. The Architect will present to the County, on disk, a copy of all computer aided design drawings produced for projects under the Agreement.
- w. **Project Close out:** The Architect will assist the Construction Manager to ensure that the following requirements are met, as they are identified in the Construction Manager Contract. The County shall request that the Construction Manager satisfy close out requirements including providing the County with the following:
 - (a) Permits and inspections, including the Certificate of Occupancy (C or O), also referred to as the Use of Occupancy (U of O) Permits;
 - (b) Certificate of Substantial Completion;
 - (c) Certificate of sign off from architect, mechanical and electrical engineers, and structural and civil engineers. This will include a final inspection report from the MEP and structural engineer;
 - (d) Final Property survey;
 - (e) Maintenance Bond (if applicable);
 - (f) Final Lien waivers from each subcontractor and a general release of lien from the construction manager;
 - (g) Warranties and operating and maintenance manuals (O&Ms);

- (h) Roofing and flashing warranties;
- (i) Joint Sealant warranties;
- (j) Doors and hardware warranties – O + M;
- (k) Flooring – Carpet, vinyl composition tile, sheet, ceramic, epoxy;
- (l) Windows – aluminum, wood, vinyl, steel, + O&M;
- (m) Curtain wall and storefront work including anti-chalking of aluminum, color retention of members, air/water infiltration;
- (n) Waste compactor and trash chute, O+M;
- (o) Window covering;
- (p) Toilet and bath accessories, O+M;
- (q) Transmittal of trades, generally provided in three-ring binders;
- (r) Plumbing and mechanical and O&M Manuals including air and water balancing reports;
- (s) Electrical and O&M;
- (t) Elevator & O&M;
- (u) Data Communication;
- (v) Data and Telephone Communication;
- (w) Data and Telephone cabling test results;
- (x) Attic Stock;
- (y) Extra flooring materials;
- (z) Extra cans of paint in various colors;
- (aa) Hardware;
- (bb) Toilet accessories;
- (cc) Sealants;
- (dd) Masonry materials – brick, concrete masonry unit (CMU);
- (ee) HVAC – spare filters, fusible links;
- (ff) Plumbing – filters, trim;
- (gg) Fire Protection – sprinkler heads, fire extinguishers;
- (hh) Electrical parts – wiring devices, fixture lenses, lamps;

- (ii) Start-up and Test Reports;
- (jj) Boilers;
- (kk) Chillers;
- (ll) Air-handling units (AHUs);
- (mm) Makeup air unit (MUAU);
- (nn) Water Treatment;
- (oo) Balance reports for air and water;
- (pp) Fireman's test report;
- (qq) Valve charts, tags, piping and equipment identification, directories;
- (rr) As-Built drawings.

10. Duties, Obligation and Responsibilities of the County – The County shall have and perform the following duties, obligations and responsibilities:

- a. The County shall provide the Architect with the County's Criteria; a program setting forth all project requirements, goals and objectives;
- b. The County shall review any Documents provided by, or through, the Architect requiring the County's decision, and shall make any required decisions;
- c. The County shall, at its own expense, provide full information on restrictions, furnish legal descriptions, overall budget and project limitations including time, construction delivery method and any necessary survey showing physical characteristics of land, limitations, zoning and information relating to utilities, etc., upon which the Project is situated, and any other parameters that may be applicable to the project, including, but not limited to: zoning, information related to utilities, etc.;
- d. As may be mandated by law, or called for by the Construction Documents, the County shall, at its own expense, provide for all required testing, inspections (except for those inspections expressly required of the Architect herein), filings, studies or reports;

The Architect has included an allowance in the professional fee proposal for Geotechnical Engineering Services to determine the site characteristics relating to subsurface conditions. Costs for this service shall be considered a reimbursable consultant fee to the Architect by the County.

- e. In the event the County learns of any failure to comply with the Construction Documents by the Contractor, or any errors, omissions or inconsistencies in the work product of the Architect, and in the further event that the Architect does not have notice of same, the County shall provide written notice to the Architect;

- f. The County shall afford the Architect access to the Project site and to the Work as may be reasonably necessary to properly perform the services under this Agreement;
 - g. The County shall perform its duties set forth in this Section in a timely manner;
 - h. Except for documents requiring the County's decision as set in subparagraph (b) above, the County's review of any documents prepared by the Architect or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the County's Criteria, as, and if, modified. No review of such documents shall relieve the Architect of its responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product;
 - i. The County shall also have the right to obtain a copy of, and otherwise inspect any audit made at the direction of Architect as concerns the aforesaid records and documentation. The County shall have the right to visit the offices of Architect, and its professional subconsultants, and/or subcontractors, for inspection of any original tracings, plans, drawings, specifications, maps, evaluations, reports, notes, computer files, photograph, videotapes, technical data, test results, field books and other related materials at any time during normal business hours;
 - j. Designate a representative authorized to act for the owner;
 - k. The owner must review documents with the architects and render an approval/disapproval, in a timely manner;
 - l. All correspondence involving the project should be done with a transmittal document;
 - m. Make all payments to the Architect, as required per the agreement;
 - n. The owner will work closely with the Architect when the Architect makes recommendations to adjust the project size, scope, quality or budget in an effort to comply with the owner's budget;
 - o. Pay for permits, fees, easements, approvals, assessments and changes that are not the Construction Manager responsibility under the contract document;
11. **Schedule** – Time is of the essence in the performance of this Agreement. Within thirty (30) days of the execution hereof, the Architect shall provide the County with a proposed schedule for performance by the Architect hereunder. Such schedule, if approved by the County, shall constitute the schedule for performance of its duties hereunder by the Architect.
12. **Payments** – For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Architect shall be paid as follows:
- a. The Architect shall be paid for those services required by this Agreement not to exceed the sum of \$_____ allocated in the following manner, excluding reimbursable and out-of-pocket expenses:
 - i. Schematic Design: _____%
 - ii. Design Development: _____%
 - iii. Construction Documents: _____%
 - iv. Construction Administration: _____%

- b. The Architect shall issue monthly invoices, on or about the same day each month. Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

Facilities Manager
Alachua County Facilities Department
12 SE 1st Street
Gainesville, Florida 32601

- c. In the event that the County becomes credibly informed that any representations of the Architect relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then, or in the future, otherwise due to the Architect until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.
- d. The County shall make payment to the Architect, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII ("Local Government Prompt Payment Act") shall be made to the following address:

Architect
Address

- e. If authorized in advance by the County, reimbursable expenses are subject to conditions, restrictions, and limitations of §112.061, Florida Statute. Reimbursable expenses may include actual expenditures made by the Architect, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:
- i. Expenses for travel when traveling in connection with the Project, based on §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.
 - ii. Fees paid for securing approval of authorities having jurisdiction over the Project.
 - iii. Actual expense of reproductions, postage and handling of drawings and specifications.
 - iv. If authorized in writing in advance by the County, the cost of other expenditures made by the Architect in the interest of the Project provided such expenditures are in accordance with the Scope of Services and Work Order as approved by the County.
 - v. If the Architect's duties, obligations, and responsibilities are materially changed through no fault of the Architect after execution of this Agreement, additional compensation shall be paid as provided in **Attachment A**.

IF SERVICES PROVIDED BY ARCHITECT ARE EXEMPT UNDER THE ALACHUA COUNTY MINIMUM WAGE ORDINANCE, DELETE PARAGRAPH 13 BELOW

13. Alachua County Minimum Wage

- a. Services rendered through this Agreement are considered covered services under Chapter 22,

Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government;

- b. The Architect must provide certification, **Attachment D**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement;
- c. The Architect shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Architect is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements;
- d. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, F.S;
- e. The Architect will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.

14. **Project Records**

a. **General Provisions:**

- i. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. “Public records” are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law;
- ii. In accordance with Section 119.0701, Florida Statutes, the Architect, *when acting on behalf of the County*, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Architect shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- iii. Contractor shall 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 this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

b. **Confidential Information**

- i. During the term of this Agreement or license, the Architect may claim that some or all of Architect's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by the Architect in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. The Architect shall clearly identify and mark Confidential Information as "Confidential Information" or "CI". The County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Architect as "Confidential Information" or "CI."
 - ii. The County shall promptly notify the Architect in writing of any request received for disclosure of the Architect's Confidential Information. The Architect may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Architect shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Architect shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Architect's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Architect shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Architect releases County from claims or damages related to disclosure by County.
- c. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Architect, *when acting on behalf of the County* as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Architect or keep and maintain public records required by the County to perform the service. If the Architect transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Architect keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall 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.
- d. **Compliance:**
- i. If the Architect does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the contract.
 - ii. An Architect who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10

IF THE ARCHITECT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE

15. **Personnel** – The Architect will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the parties will perform those functions indicated on **Attachment B**. So long as the individuals named on **Attachment B** remain actively employed or able to be retained by the Architect, they shall perform the functions indicated next to their names. The (*designated County Representative*)_____ may approve, in writing, modifications to personnel.
16. **Notice** – Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County representative are:

County: Department Director
915 SE 5th Street
Gainesville, FL 32601

Architect: Name
Address
City/State/Zip

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

J.K. "Jess" Irby, Esq.
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602
Attn: Finance and Accounting

And to:

Procurement Division
12 SE 1st Street
Gainesville, FL 32601
Attn: Contracts

All project correspondence should be submitted on a transmittal document and addressed in the following manner:

Alachua County Facilities Management
Attn: Projects Coordinator
12 SE 1st Street
Gainesville, FL 32602

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

The County may terminate the Agreement without cause by first providing at least thirty (30) days written notice to the Architect prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Architect will halt work and wind down operations. In the event of such termination for convenience, Architect's recovery against County shall be limited to that portion of the Contract amount earned through the date of termination, reasonable termination expenses incurred, but Architect shall not be entitled to any other or further recovery against County, including, but not limited to: damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Architect. The County will be the final authority as to the availability of funds. The County will pay the Architect for all work completed prior to any notice of termination.

18. **Insurance** – The Architect will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amount detailed in **Attachment C**. A copy of a current Certificate of Insurance (COI) showing coverage of the types and in the amounts required is attached hereto as **Exhibit 1**.
19. **Permits** – The Construction Manager will obtain and pay for all necessary permits, permit application fees, licenses or any fees required that may in any way affect the work outlined in this Agreement. If the Construction Manager is not familiar with state and local laws, ordinances, code rules and regulations, the Construction Manager remains liable for any violation and all subsequent damages or fines.
20. **Laws and Regulations** – The Architect will comply with applicable laws, ordinances, regulations and building code requirements applicable to the work required by this Agreement. The Architect is presumed to be familiar with all federal, state and local laws, ordinances, code rules and regulations.
21. **Indemnification** - The Architect agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Architect and other persons employed or utilized by the Design Professional in the performance of the contract. Architect agrees that indemnification of the County shall extend to any and all work performed by the Architect, its subcontractors, employees, agents, servants or assigns.

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

22. **Assignment** – Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
23. **Successor and Assigns** – The County and Architect each bind the other and their representatives in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
24. **Independent Contractor** – In the performance of this Agreement, the Architect is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the County. The Architect is solely responsible for the means, method, technique, sequence, and procedure utilized by the Architect in the full performance in the preparation of the Agreement.
25. **Collusion** – By signing this Agreement, the Architect declares that this Agreement is made without any previous contract or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any collusion or fraud.
26. **Conflict of Interest** – The Architect warrants that it, or any of its employees, have any financial or personal interest that conflicts with the execution of this Agreement. The Architect shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
27. **Prohibition Against Contingent Fees** – The Architect warrants that he or she has not employed or retained any company or person, other than a bona fide employee, working solely for the Architect, to solicit or secure this Agreement, and that he or she has not paid, or agreed to pay, any person, company corporation, individual, or firm, other than a bona fide employee, working solely for the Architect, any fee, commission, percentage, gift, or other contingent upon or resulting from the award or making of this Agreement.
28. **Third Party Beneficiaries** – This Agreement does not create any relationship with, or any rights in favor of, any third party.
29. **Severability** – If any provision of this Agreement is declared void by a court of law, all other provisions will remain full force and effect.
30. **Non Waiver** – The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
31. **Governing Law and Venue** – This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
32. **Attachments** – All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
33. **Amendments** – The parties may amend this Agreement only by mutual written consent of the parties.
34. **Captions and Sections Heading** – Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
35. **Construction** – This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties.

36. **Counterparts** – This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.
37. **Entire Agreement** – This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.
38. **Additional Services** – In the event that the County desires Architect to perform additional services, not specifically contained in the Scope of Services, the parties shall enter an addendum to this Agreement, to provide for the provision of such additional services by Architect and, therefore, payment by the County.
39. **Electronic Signatures** – The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ALACHUA COUNTY, FLORIDA

By: _____,
_____, Chair
Board of County Commissioners
Date: _____

**IF CONTRACT IS LESS THAN \$50,000 CAN BE SIGNED
BY COUNTY MANAGER**

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(SEAL)

**IF SIGNED BY COUNTY MANAGER
CLERK DOES NOT ATTEST AND
SIGNATURE BLOCK IS REMOVED**

PROFESSIONAL

ATTEST (By Corporate Officer)

By: _____
Print: _____
Title: _____

By: _____
Print: _____
Title: _____

Date: _____

**MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF
NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY
ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.**

ATTACHMENT A: HOURLY BILLING RATES

ATTACHMENT B: DESIGN TEAM MEMBERS

ATTACHMENT C: INSURANCE

A&E REF

EXHIBIT 1: CERTIFICATE OF INSURANCE

A&E REF

ATTACHMENT D: CERTIFICATION OF ALACHUA COUNTY MINIMUM WAGE

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Corporate Name:

Address

City/State/Zip

Phone Number

Point of Contact _____

Project Description:

CONTRACTOR

ATTEST (By Corporate Officer)

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION