

**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING CONSULTANT, DESIGN,
INSPECTION & RELATED SERVICES**

RFQ 18-1

HIGHWAY 79 CORRIDOR AUTHORITY

**Date of Issue: October 10, 2018, 2018
Responses Due By November 14, 2018**

MAIL OR DELIVER RESPONSES TO:

Washington County Human Resources Department
Attn: Wendy White
1331 South Blvd Chipley, FL 32428

Website: www.washingtonfl.com
Phone Questions: (850) 415-5151
Email Questions: wwhite@washingtonfl.com

NOTICE:

The Florida Highway 79 Corridor Authority has issued the following RFQ's:

**18-1: Engineering Services
18-2: Planning Services
13-3: Financial Management (CPA) Services**

**To obtain additional copies, contact Wendy White, Washington County Human Resources
Coordinator at (850) 415-5151**

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INTENT, DESCRIPTION OF WORK, AND BACKGROUND

In accordance with section 287.055, Florida Statutes, known as the Consultants Competitive Negotiation Act (CCNA), the Highway 79 Corridor Authority (“Authority”) is seeking Proposals from qualifying consulting firms (the “Proposer”) to provide all or a portion of continuing professional consulting services (“Professional Services”) for architectural, engineering, construction engineering inspection, landscaping, mapping and/or solid waste engineering, and/or environmental monitoring services in the City of Bonifay, Washington County, and Holmes County, Florida on an as needed basis. The Authority anticipates selecting one or more professional firms to execute a Contract for Professional Services in accordance with this RFQ.

The CCNA establishes contracting procedures by which agencies must select architects, professional engineers, landscape architects, and surveyors and mappers (“Professional Firms”). The CCNA process allows for Professional Firms to be chosen based on quality of personnel, minority/women-owned business enterprise consideration, past performance, willingness to meet time and budget requirements, location, workload and volume of work previously awarded to each Professional Firm by the Authority. The selected firms must be capable of providing all or a portion of the Professional Services set forth in the RFQ as well as providing design, permitting, and construction oversight as may be required by the Authority based on each specific project for which services are needed.

While every effort is made to ensure the accuracy and completeness of information in the RFQ, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFQ. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFQ.

Proposers interested in providing one or more of the Services are instructed to submit one (1) original, three paper (3) copies, and one (1) CD of its Proposal, in accordance with this RFQ, no later than November 14, 2018 @ 3:00 CST to Washington County Human Resources Department, Attn: Wendy White, 1331 South Blvd Chipley, FL 32428

Proposals received after this date and time will not be considered and shall be returned unopened.

- **The Highway 79 Corridor Authority is an Equal Opportunity Employer.**
- **MBE/WBE businesses are encouraged to participate.**
- **The Highway 79 Corridor Authority strictly enforces open and fair competition.**

ADA –Special Accommodations: Any person requiring accommodations due to a disability should call the Authority at Washington County Human Resources Department at (850) 415-5151 at least five (5) working days prior to any pre-response Conference, response opening, or meeting.

The RFQ and any addenda issued are available on the Authority Washington County website at www.washingtonfl.com [insert website] or by contacting the Washington County Human

Resources Department at (850) 415-5151. All questions pertaining to this RFQ should be submitted in writing in accordance with RFQ instructions.

Description of Work:

The Authority requires Consultant Engineers that can perform water and wastewater planning and design services and related project management and inspection services and certifications as required by FDOT and DEO grant standards, for a project involving the construction of approximately 2.3 miles of water and sewer infrastructure along the Highway 79 Corridor within Washington and Holmes Counties, Florida. The Consultant Engineer may also be required to coordinate design, environmental updates for FDOT ROW easement negotiations, project bidding, contracting and procurement, and inspection and acceptance of the final construction projects upon completion by certifying project completion to FDOT and DEO at the appropriate times.

Background:

Holmes County, Washington County, and the City of Bonifay, Florida, have formed the Authority to plan for, construct, own, improve, operate, and maintain water and wastewater utility facilities within a certain defined geographic area existing within portions of Washington County, Holmes County, and the City of Bonifay. The project will include the construction and installation of approximately 2.3 miles of water and sewer infrastructure that will eliminate existing wells and septic systems and replace the need for future ones. These infrastructure improvements along with corresponding planning and zoning changes are designed to draw new businesses and development to the Corridor Area and generate a positive economic impact.

Total funding for the Highway 79 Corridor Authority project is currently \$2,821,461.00, which amount is made up of two grants from the Florida Department of Transportation and Florida Department of Economic Opportunity respectively. The Successful Proposer acknowledges and understands that payments for future services will be contingent on the release and receipt of these funds from the respective granting agencies.

Evaluation of all responses to this RFQ and the selection of qualified Proposers for negotiation will be conducted by the Board, as provided herein. After award of the contract, services rendered by the Successful Proposer shall be performed at the direction of the Authority.

SECTION 1.0. STANDARD TERMS AND CONDITIONS (STAC)

Conformity and adherence to the terms and conditions of this RFQ shall be a consideration by the Authority as part of its process.

1.1. Definitions

General terms used throughout this RFQ are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

1.1.1. **Authority** means the Highway 79 Corridor Authority, a legal entity and public body to be created by interlocal agreement between Holmes County, Washington County, and the City of Bonifay pursuant to Section 163.01(7)(g), Florida Statutes.

1.1.2 **Award** means the determination of a successful Proposer(s) in response to this RFQ, resulting in an offer of a Contract to perform the services pursuant to the RFQ and the proposal.

1.1.3 **Board** means the governing body of the Authority.

1.1.4. **Contract** means the legally enforceable document agreed to and signed by the Authority and successful Proposer(s) (collectively referred to as the “Parties”), which is attached hereto as Appendix D and incorporated herein by reference.

1.1.5. **RFQ** means this document, its attachments and any document hereinafter incorporated by reference.

1.1.6. **Proposer** means any firm, individual or organization submitting a proposal in response to this RFQ.

1.1.7. **SOW** means Scope of Work

1.1.8. **Successful Proposer or Engineering Consultant** means a Proposer who is awarded a Contract as a result of its proposal submitted in response to this RFQ.

1.2. Issuance of Addenda

If this RFQ is amended, the Authority will issue an appropriate addendum to the RFQ. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

1.3. Florida Public Records Law and Confidentiality

1.3.1. By submitting a Proposal in response to this RFQ, a Proposer acknowledges that the Authority is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

1.3.2. Should the Proposer provide the Authority with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Proposer shall submit to the Authority both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

1.3.3. Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the Authority, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the Authority shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the Authority no later than 4:00 p.m., CST, of the second business day following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying.

1.3.4. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the Authority for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the Authority, or assessed or awarded against the Authority, in regard to the Authority's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Proposer in response to this RFQ and shall constitute the Authority's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the Authority.

1.4. Right to Protest

Any Proposer who desires to formally protest shall follow the procedures outlined in Section 4.5 of the Highway 79 Corridor Authority Purchasing Policy, incorporated herein by reference.

1.5. Requests for Clarification and Assistance

All inquiries and questions concerning this RFQ must be in writing (e-mail is acceptable) and received in accordance with Section 3.0, Schedule of Events and must be directed to:

Washington County Human Resources Department
Attn: Wendy White
1331 South Blvd Chipley, FL 32428
wwhite@washingtonfl.com

Questions and responses will be posted on the Authority's Website and, if necessary, an Addendum(s) issued. Any questions relative to interpretation of the solicitation or the Proposal process shall be addressed in writing as indicated in the Schedule of Events below. Questions received after the cut-off date as specified in the Schedule will not be considered.

1.6. ADA - Special Accommodations

Any person requiring special accommodations due to a disability should call the Authority at least five (5) working days prior to any pre-response conference, response opening, or meeting.

1.7. Proposer's Responsibility

1.7.1. It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFQ.

1.7.2. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

1.7.3. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Proposer's risk.

1.8. Indemnification and Hold Harmless (ref: Appendix C-1)

1.8.1. The Proposer agrees to indemnify and hold the Authority, the City of Bonifay, Holmes County, and Washington County harmless for any and all claims, liability, losses and causes of action that may arise out of its fulfillment of the Contract. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, errors or omissions of the Proposer employees and/or agents.

1.8.2. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Proposer's failure to purchase or maintain the required insurance, the Proposer shall indemnify the Authority, the City of Bonifay, Holmes County, and Washington County from any and all increased expenses from such delay.

1.8.3. The first ten dollars (\$10.00) of remuneration paid to the Proposer is for the indemnification provided above.

1.9. Authority Rights

1.9.1. The Authority reserves the right to reject any Proposal as Nonresponsive or to reject all Proposals and cancel or reissue this solicitation.

1.9.2. The Authority may waive informalities and negotiate with the apparent most qualified Proposer.

1.9.3. The Authority reserves the right to withdraw this RFQ at any time prior to final award and execution of a Contract.

1.9.4. No Proposer is guaranteed any amount of work even if the Authority enters into a Contract with the Proposer.

1.9.5. The Authority has the right to request any necessary clarifications or Proposal data without changing the terms of the RFQ.

1.9.6. All expenses involved in the preparation, submission, and participation in the selection and contracting process pursuant to this RFQ shall be borne solely by the Proposers. No payment will be made for any Proposals received or for any other effort required of, or made by, the Proposers prior to Contract commencement and approval of a work authorization.

1.10. Public Entity Crimes (ref: Appendix C-2)

As required by section 287.133 (2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or contract to provide any goods or services to a public entity, may not submit a proposal or contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with a public entity in excess of the threshold amount provided in section 287.107, Florida Statutes for CATEGORY TWO (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the Authority within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

1.11. Small, Minority and Woman-Owned Business Enterprise

Certification as a minority business enterprise for the purpose of this RFQ is defined by the Florida Small and Minority Business Assistance Act. Proposers certified by the State of Florida should include a copy of the certification.

1.12. Equal Employment Opportunity/Affirmative Action (ref: Appendix C-3)

1.12.1. The Authority certifies that it is an Equal Employment Opportunity/Affirmative Action employer and that it will not discriminate during the selection process on the basis of age, sex, familial status, race, national origin, or handicap status.

1.12.2. Any business submitting a Proposal in response is required to be an Equal Employment Opportunity/Affirmative Action employer and must require the same of any subcontractors hired under pursuant to the RFQ. Each Proposer will sign and submit with its Proposal an Equal Employment Opportunity/Affirmative Action Statement.

1.13. Drug Free Workplace (ref: Appendix C-4)

1.13.1. The Authority certifies that it is a Drug Free Workplace.

1.13.2. Each Proposer shall be required to sign and submit with its Proposal an Affidavit certifying that the Proposer complies with regulations related to a drug-free workplace as defined in section 287.087, Florida Statutes.

1.13.3. Preference shall be given to Proposers with drug-free workplace programs. In order to have a drug-free workplace program, a Proposer shall:

a. 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.

b. Inform employees about the dangers of drug abuse in the workplace, the businesses' policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.

c. Give each employee engaged in providing the commodities or contractual services that are under this RFQ a copy of the statement specified in subsection (a) above.

d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFQ, the employee will abide by the terms of the statement and will notify the employee of any conviction of, a plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or any controlled substance of the United States or any state, for violation occurring in the work place no later than five (5) days after such conviction.

e. 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.

f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

1.14. Conflicts of Interest (ref: Appendix C-5)

The Authority may disqualify any Proposer determined to have a conflict of interest prohibited under Part III, Chapter 112, Florida Statutes. All awards hereunder are subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with its proposal whether any officer, director, employee or agent is also an officer or an employee of the Authority, the City of Bonifay, Holmes County, or Washington County.

1.15. Non-Collusion (ref: Appendix C-6)

Each Proposer is required to sign and have notarized by a Florida Notary a "Non-collusion Affidavit."

1.16. Ethical Business Practices (ref: Appendix C-7)

1.16.1. The Authority reserves the right to deny award or immediately suspend any contract resulting from this RFQ or proposal, pending final determination of charges of unethical business practices. At its sole discretion, the Authority may deny award or cancel the Contract if it determines that unethical business practices were involved.

1.16.2. Gratuities. It shall be unethical for any person to offer, give or agree to give any Authority employee, or for any Authority employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or performing in any other advisory capacity in any proceeding

or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any RFQ or proposal thereof.

1.16.3. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

1.16.4. A Proposer is required to certify an Ethics Clause and submit with its Proposal.

1.17. Subcontracting (ref: Appendix C-8)

1.17.1. Firms submitting a Proposal may consider subcontracting portions of the services to be performed and/or provided. If this is to be done, that fact, and the name of the proposed subcontracting firm(s), must be clearly identified in the Proposal and the Contract.

1.17.2. Following the execution of the Contract, no additional subcontracting will be allowed without the express prior written approval of the Authority.

1.17.3. All subcontractors shall be held to the same requirements, terms and conditions of this document, its attachments, any documents incorporated by reference and the executed Contract.

1.17.4. A Proposer must list any proposed subcontractors with addresses, contact information and services to be provided and submit with its Proposal.

1.18. Withdrawal or Modification of Proposals

A Proposal may be withdrawn or modified only by written notification from the Proposer prior to the time fixed for the opening of proposals. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal or modification of the proposal after it has been opened.

1.19. Status Of Contractor

The Proposer shall, at all times relevant to a contract as a result of this RFQ, be an independent contractor and in no event shall the Proposer, nor any employees or sub-contractors under it, be considered to be employees of the Authority.

1.20. Registered to Do Business in the State of Florida

A Proposer seeking to do business with the Authority shall, at the time of submitting a proposal, be registered with the Department of State in accordance with the provisions of Chapter 605, 607, 608, 617 and/or 620 Florida Statutes; similarly, partnerships seeking to do business with the Authority shall, at the time of submitting a proposal, have complied with the applicable provision of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html> The Proposer shall be licensed to do business in the State of Florida and the Proposer and

employees assigned to the Contract shall hold all necessary and required professional licenses and certificates to perform required services.

1.21. Debarment and Suspension (ref: Appendix C-9)

Proposers are required to certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from covered transactions by any governmental agency.

1.22. Employment Eligibility Verification (ref: Appendix C-10)

1.22.1. The successful Proposer shall use the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Proposer during the Contract term, and shall expressly require same of subcontractors.

1.22.2. The successful Proposer agrees to maintain records of its participation, proof of verification of employees hired to provide services pursuant to this RFQ and Contract, and compliance with the provisions of the E-verify program, including participation by its subcontractors as provided above, and to make sure that such records are available to the Authority, or other authorized federal or state entity consistent with the terms of this RFQ and Contract.

1.23. Venue

Venue for all actions arising under the RFQ and subsequent Contract shall lie in Washington or Holmes County, Florida, United States.

1.24. Construction

The validity, construction, and effect of this RFQ and subsequent Contract shall be governed by the Laws of the State of Florida.

1.25. Order of Precedence

The provisions of the RFQ, successful firm's proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with the provision of the RFQ and Contract. In the event of an inconsistency between the provisions of the RFQ or Contract hereto, the Order of Precedence shall be followed:

- a. Laws of Florida.
- b. Contract.
- c. RFQ and all of its addendums and attachments.
- d. Successful firm's proposal.

1.26. Term of the Contract and Termination

1.26.1. The term of the Contract shall begin no sooner than the later of the dates executed by both Parties and shall be effective for a period of one (1) year from the effective date. The Contract may, by mutual assent of the parties, be extended TWO (2) additional TWELVE (12) month periods or portions thereof, up to a cumulative total of THREE (3) years. The Authority reserves the right to re-negotiate rates based on current market conditions.

1.26.2. The Authority may terminate the Contract without cause immediately upon certified presentation of written notice. Presentation can be by certified mail (return receipt requested) or signed, hand delivered receipt from a process server (private or Sheriff's Deputy).

1.27. Insurance Requirements (ref: Appendix C-11 and D, Contract)

1.27.1. Prior to commencing Services, the Proposer(s) shall procure and maintain at its own cost and expense for the duration of the Contract insurance against claims for injuries to person or damages to property, which may arise from or in connection with the performance of the work or Services hereunder by the Proposer, his agents, representatives, employees or subcontractors. Specific insurance requirements are set forth in the Contract terms and conditions which are hereby incorporated into this RFQ.

1.27.2. Verification of Coverage (ref: Appendix C-11)

Proposer shall furnish certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Authority before the Services commence.

1.27.3. Subcontractors

The Proposer shall include each of its subcontractors as insured under the policies of insurance required herein.

SECTION 2.0. CONE OF SILENCE

2.1. A Cone of Silence, as defined in the Highway 79 Corridor Authority Purchasing Policy will be in effect for this RFQ beginning with the advertisement date listed in Section 3.0 hereof and through issuance of a Notice of Award.

2.2. In accordance with 4.2(D) of the Highway 79 Corridor Authority Purchasing Policy, to ensure fair consideration for all Proposers, the Authority prohibits communication to or with any officer, member, elected official, department, office or employee of the Authority, the City of Bonifay, Holmes County, or Washington County during the solicitation process from the date of advertisement of the RFQ through notice of award, except as provided below.

2.3. All requests for interpretations or clarifications shall be in writing, addressed to the Authority as provided in section 1.5 hereof, to be given consideration. All such requests for interpretations or clarifications must be received in writing in accordance with Section 3.0, Schedule of Events. Any interpretation made to prospective Proposers will be expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all

prospective Proposers no later than five (5) days prior to the date set for receipt of Proposals. Such written addenda shall be binding on the Proposers and shall become a part of the RFQ Document(s). No oral interpretations of this RFQ, the scope of services, or the Contract will be provided.

SECTION 3.0. SCHEDULE OF EVENTS

The following is the scheduled sequence of events with important dates and times where known. Dates are subject to change by the Authority at their sole discretion. If the Authority determines that it is necessary to change these dates/times prior to the Proposal due date, the change will be announced via an addendum.

ACTION	DATE
RFQ Released	October 10, 2018
Cut-Off date for Questions	November 1, 2018
Responses to Technical Questions Provided	November 7, 2018
Responses Due and Opened	November 14, 2018 @ 3:00 p.m.
Evaluation of Proposals and Shortlisting	November 2018 - January 2019
Oral Presentations	November 2018 – January 2018*
Final Scoring/Ranking/Selection	December 2018 – January 2019
Posting of Intent to Award	December 2018 - January 2019
Authority Consideration of Intent to Award and Approval to Negotiate Contract	December 2018 - February 2019
Contract Negotiations Begin	December 2018 – February 2019
Authority Approval of Award and Contract	December 2018 - February 2019
Anticipated Beginning of Work	January – March 2019

*The Authority reserves the right to eliminate oral presentations and award based upon the evaluations of written Proposals only.

**All times listed are in central standard time.

SECTION 4.0. SCOPE OF WORK AND TECHNICAL REQUIREMENTS

4.1. The Engineering Consultant shall provide professional services for the Authority as needed and in accordance with Florida law.

4.2. The Engineering Consultant shall be a Registered Professional Engineer in Florida and have a minimum of five (5) years licensed experience in Florida, or another State acceptable to the Authority if registered to conduct business in Florida. Consideration shall be given to an

Engineering Consultant who possesses experience and a working knowledge of the design and construction of municipal sewer and potable water systems, permitting new construction, environmental considerations related to new construction, and appropriate building codes in the State of Florida and the local project area.

The Engineering Consultant shall report to the Authority General Manager. The Engineering Consultant shall also be required to coordinate as necessary with other consultants hired by the Authority.

4.3. The Engineering Consultant shall advise the Authority and prepare necessary documentation, cost estimates, and construction plans while working in conjunction with other professionals engaged by the Authority. The Engineering Consultant shall also provide the Authority with an analysis of bids received and make recommendations as to the best bids to achieve Authority objectives.

4.4. The Engineering Consultant shall perform those services outlined in Section 2.1 through 2.8 of the Contract as implemented by a duly issued Work Authorization.

4.5. The anticipated hours will be variable although the Authority generally meets monthly. Coordination with the General Manager/Authority will be by mutual agreement.

SECTION 5.0. PROPOSAL RESPONSE REQUIREMENTS

5.1. Proposers shall construct their Proposals in the following format as outlined below in two separate binders and a tab must separate each section as prescribed.

5.2. The Proposal and all attachments shall be bound and submitted in a sealed envelope (or other packaging), provide one (1) original, so identified, three (3) complete paper copies, and one (1) CD copy of the Proposal for services defined herein for the term of the contract.

5.3. Failure to provide the required copies, adhere to the required format, or to provide any information required in this RFQ may result in a Proposal being deemed Nonresponsive and rejected from consideration.

TAB 1 – EXECUTIVE SUMMARY

- Provide a brief summary of the firm, with general description of the firm background, work history, awards, major accomplishments, etc.
- Statement demonstrating the firm's or individual's understanding as to the Authority's needs relative to this RFQ, including a typical project approach and a statement as to the firm's commitment to use the most current tools and technology available to provide the Professional Services.
- Include:
 - Address of the office from which work is to be performed.

- A listing of the professional services to be offered.
- The name of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), and contact numbers.
- Provide proof that Proposer's business is licensed, permitted and/ or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.
- MBE State Certification

This executive summary should be no more than 10 (ten) pages.

TAB 2 – ABILITY OF PERSONNEL

Provide an organizational profile of the firm and a listing of key personnel who will be assigned to provide the Professional Services. Include each individuals name, function with the firm, years of experience with the firm, education, and **years of experience specific to the Professional Services being offered**. Professional resume and any professional certificates or licenses held should be included for each individual listed.

TAB 3 – EXPERIENCE OF FIRM AND REFERENCES (ref: Appendix C-12)

- Provide a detailed list and examples of relevant experience and qualifications for the Professional Services being offered.
- Permitting: provide a description of the firms experience in dealing with federal, state and local permitting and regulatory agencies.
- Provide four (4) projects completed within the last five (5) years of the same or a similar nature of the Professional Services being offered. Include a project description, location name of project manager, scheduled and actual completion date, anticipated and actual cost of the project and client contact information familiar with the project. If available, include if project was federal or state funded.

TAB 4 – CURRENT AND PROJECTED WORKLOAD

Provide current and projected description of current workload. Provide a description of the Proposers ability to meet the Project deadlines established in Section 3.0 hereof.

TAB 5 – SUBCONTRACTORS (ref: Appendix C-8)

At a minimum name ALL subcontractors (to include prime and sub-contractors) that will potentially be used on this project and the services to be provided.

TAB 6 - REQUIRED DOCUMENTS AND CERTIFICATIONS

- a. MBE State Certification Documentation, if applicable.

- b. All other required documents and certifications included in the Appendices to this RFQ.

TAB 7 – EXCEPTIONS

Provide a list and explanation as to any exceptions to any of the terms and conditions contained in the Contract for Professional Services in this RFQ as Appendix D. Failure to note an exception and explanation on a particular Contract term shall make such terms non-negotiable during competitive negotiation.

5.3. Instructions to Proposers.

5.3.1. The Proposal should address the requirements in a clear and concise manner in the order stated herein.

5.3.2. Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the Authority.

5.3.3. The Authority reserves the right to seek additional/supplemental representation on specific issues as needed.

5.3.4. Proposals must be typed. No changes in or corrections to proposals will be allowed after the proposals are opened.

5.3.5. The signer of the Proposal must declare that the Proposal in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal Proposer.

5.3.6. The Authority shall not be liable for any costs incurred by Proposer prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFQ requirements.

5.3.6.1. The Proposal submittal shall be enclosed in a sealed envelope addressed to the Authority, at the address listed below. Proposals must be received by the Authority by the time specified in Section 6.1 hereof. Proposals by email or fax will not be accepted.

5.3.6.2. Please be advised that United States Postal Service (USPS) Express and Priority service classes, are delivered to the Authority once daily. Accordingly, in order for a submission to be received by the office of the Authority when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the Authority the submittal due date and time.

5.3.6.3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received by the Authority by the due date and time. The Authority shall not be responsible for delays caused by any occurrence. All Proposals shall be

mailed or delivered to the office of the Authority at the address listed below. Sealed Proposals are to be addressed as follows:

Washington County Human Resources Department
Attn: Wendy White
1331 South Blvd Chipley, FL 32428

SECTION 6.0. PROPOSAL DUE DATE AND TIME, OPENING

6.1. Proposal Due Date: Sealed proposals must be received by Wendy White at the above listed address, or her designee, not later than 3:00 pm, central standard time, on November 14, 2018. Proposals received after this date and time will not be considered.

6.2. Public Opening: Proposals will be opened and announced publicly at the Authority Main Conference Room, on the due date and time as specified in Section 3.0 hereof. The public may attend the public opening, but may not immediately review any Proposals submitted. The names of Proposers only will be read aloud at the time of opening. Pursuant to Section 119.071(1)(b), Florida Statutes, all Proposals submitted shall be subject to review as public records upon notice of an intended award pursuant to this RFQ (or a reissued RFQ covering the same services) or thirty (30) days from opening, whichever is earlier. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request.

6.3. Validity: All Proposals shall remain valid for a period of ninety (90) days from the date of the public opening and may be extended beyond that time by mutual agreement.

SECTION 7.0. EVALUATION OF PROPOSALS AND SELECTION PROCESS

7.1. Proposals to this RFQ that satisfy the required qualifications and are deemed to be responsive and responsible shall be ranked by the Board. The Board may utilize other Authority staff and/or consultants who are not members to advise and assist the Board in its review of the Proposals.

7.2. In ranking proposals the Board shall evaluate the proposals on the basis of the information provided by the Proposer, and rank each proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFQ.

7.3. Responses to this RFQ not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable. The Authority reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Respondents are cautioned to make no assumptions unless their response has been deemed responsive.

7.4. The Board will evaluate the Proposals that are responsive to the requirements of this RFQ using the following weighted criteria listed in order of importance:

CRITERIA	MAXIMUM POINTS
a. Executive Summary (Tab 1)	10
b. Ability of Personnel (Tab 2)	25
c. Experience of Firm and References (Tab 3)	35
d. Availability of Workload and Willingness to Meet Time Requirement (Tab 4)	20
e. MBE State Certification	5
f. Oral Presentations (if requested)	5
Total	100 (95 if no Oral Presentations conducted)

7.5. The Board, in its discretion, may invite up to five (5) firms with the highest cumulative points based upon criteria a.- e. to provide oral presentations to the Board. If oral presentations are conducted, at the conclusion of such oral presentations, the Board will add in points for criteria f. and may also adjust points previously awarded for criteria a.- e. based upon information and clarifications received during the oral presentations. The Authority makes no commitment to any Proposer to this RFQ beyond consideration of the written response to this RFQ. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time and location of oral presentations, if requested. The Authority will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations or negotiations.

7.6. Following completion of oral presentations (if requested), the Authority shall rank, in order of preference, no fewer than the top three (3) Proposals deemed most highly qualified, in accordance with the preceding criteria.

7.7. It is anticipated that the Authority will approve entering into competitive negotiations with the top ranked firms in order of precedence in accordance with the Highway 79 Corridor Authority Purchasing Policy and Florida Statutes. The award and competitive negotiation of the Contract will be in accordance with Section 4.4. of the Highway 79 Corridor Authority Purchasing Policy and Section 287.055, Florida Statutes. It is anticipated that the Authority may enter into the Contract with one or more Proposers.

7.8. The Authority and the Board reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the Authority. Moreover, the Authority reserves the right to make investigations of the qualifications of the Proposer as it deems necessary, including, but not limited to, a criminal background investigation.

7.9. Reserved Rights: The Authority, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFQ or in the proposal received as a result of this RFQ. The Authority does not guarantee the award of any contract as a result of this solicitation process.

SECTION 8.0. INTENT TO AWARD AND CONTRACT EXECUTION

8.1. The Authority reserves the right to incorporate the successful proposal into the Contract. Failure of a firm to accept this obligation may result in the cancellation of the award.

8.2 The construction, interpretation, and performance of this RFQ, and all transactions under it shall be governed by the laws of the State of Florida. The Contract shall include all terms and conditions of this RFQ, any addenda, response, and the contract issued as a result of this RFQ.

8.3. The selected Proposer will be required to assume responsibility for all services offered in the proposal. The Authority will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment on any or all charges.

8.4. The Notice of Intent to Award and contracting will proceed pursuant to Section 4.4 of the Highway 79 Corridor Authority Purchasing Policy and Section 287.055, Florida Statutes. The Authority does not guarantee that it will be able to come to terms on a contract with Proposer(s) and all such negotiations shall be at the Proposer's risk and expense.

8.5. Unless such time is extended by the Authority, the successful Proposer shall, within thirty (30) calendar days after Notice of Award is issued, sign and enter into a contract with the Authority, and shall simultaneously provide any required bonds, indemnities and insurance certificates.

**REQUEST FOR QUALIFICATIONS FOR CONTINUING
PROFESSIONAL CONSULTING SERVICES**

*(Architectural, Engineering, Construction Engineering Inspection, Landscaping,
and/or Mapping Services)*

APPENDICES A-C

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APPENDIX A: PROPOSAL TRANSMITTAL FORM (TO BE ON PROPOSER'S LETTERHEAD)

*The Highway 79 Corridor Authority reserves the right to accept or reject any and/or all proposals in the best interest of the Authority.

This Proposal in response to RFQ _____, is submitted by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY _____
(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

TELEPHONE _____

E-MAIL _____

FEID # _____

LISTING OF ANY CERTIFICATIONS OR LICENSES HELD:

NAME: _____ NUMBER: _____

NAME: _____ NUMBER: _____

NAME: _____ NUMBER: _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

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APPENDIX B: CHECKLIST OF REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS:

Please submit the items on the following list and any other items required by any section of this RFQ. The checklist is provided as a courtesy and may not be inclusive of all items required within this RFQ:

- _____A. Completed Proposal Response Cover Sheet with Signature (Appendix A)
- _____B. Checklist of Required Forms, Documents, Certifications (Appendix B)
- _____C. FORMS (Appendix C)
 - _____ 1. Indemnification and Hold Harmless
 - _____ 2. Public Entity Crimes Sworn Statement
 - _____ 3. Equal Employment Opportunity/Affirmative Action Statement
 - _____ 4. Drug Free Workplace Certification
 - _____ 5. Disclosure Statement, Conflicts of Interest Disclosure
 - _____ 6. Non-Collusion Affidavit
 - _____ 7. Ethics Clause Certification
 - _____ 8. List of Proposed Subcontractors and Services to be Performed
 - _____ 9. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
 - _____ 10. E-Verify Compliance Certification
 - _____ 11. Required Policy Endorsements and Documentation (Insurance Verification)
 - _____ 12. References/Conflicts
 - _____ 13. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
- _____D. Contract Documents (Appendix D)

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APPENDIX C-1
INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Hwy 79 Corridor Authority, the City of Bonifay, Holmes County, and Washington County, and their officers, agents, and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this CONTRACT.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

APPENDIX C-2
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the Highway 79 Corridor Authority.

By : _____
[Print individual's name and title]

for _____
[Print name of entity submitting sworn statement]

Whose business address is:

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

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

_____ .

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

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

(Signature)

Sworn to and subscribed before me this _____ day of, 2018.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of notary
public

APPENDIX C-3
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

APPENDIX C-4
DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 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 this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place 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.

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

**APPENDIX C-5
DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Highway 79 Corridor Authority, Washington County, Holmes County, or the City of Bonifay. All firms must disclose the name of any such officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the entities listed above, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Highway 79 Corridor Authority with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of the Highway 79 Authority, Washington County, Holmes County, or the City of Bonifay.

Name of an State Officer or Employee that owns 5% or more in Respondent's firm:

Name

Company

Date

APPENDIX C-6
NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Hwy 79 Corridor Authority and that it will be relied upon by said Authority in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a , _____ formed under the laws of _____
(Type of Business) (State or Province)

of which he is . _____
(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the Authority, also that no head of any department or employee therein, or any officer of the Authority is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of 20__.

Personally Known _____ or Produced Identification _____

Type of Identification _____

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

**APPENDIX C-7
ETHICS CLAUSE**

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

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Signature

Date

Name of Authorized Individual

Name of Company/Organization

Address of Company/Organization

APPENDIX C-8
LIST OF PROPOSED CONTRACTORS AND SERVICES TO BE PERFORMED

Subcontract 1 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 2 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 3 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 5 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 6 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 7 Name: City/State/Zip Services to Perform and Percentage:

APPENDIX C-9
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS
PRIMARY COVERED TRANSACTIONS

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

APPENDIX C-10
E-VERIFY COMPLIANCE CERTIFICATION

In accordance with the Governor of Florida's Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the Highway 79 Corridor Authority upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this RFQ regarding e-Verify Compliance.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

APPENDIX C-11
REQUIRED POLICY ENDORSEMENTS AND DOCUMENTATION

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the Hwy 79 Corridor Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (the Hwy 79 Corridor Authority, and its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage -
General Liability & Automobile Liability

Waiver of Subrogation (the Hwy 79 Corridor Authority, and their Officers, employees and volunteers)-
General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to Hwy 79 Corridor the Authority –
General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____ Signature _____
Typed or Printed

Date _____ Title _____
(Company Risk Mgr or Mgr with Risk Authority)

APPENDIX C-12

REFERENCE AND CONFLICTS FORM

Proposer Name: _____

Proposers are required to submit with their Proposals references and conflicts in accordance with the RFP, with which they have provided similar services as requested in this solicitation. Vendors shall use this form to provide the required reference information. The Authority reserves the right to contact any and all references in the course of this RFQ and make a responsibility determination, not subject to review or challenge.

REFERENCES

FORMER CLIENTS and Project Description	
Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	

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Service Dates:	
----------------	--

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

CONFLICTS, IF APPLICABLE

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

RFQ 2018-_____ Continuing Professional Consulting Services

Authorized Signature:_____

Name: _____

Title: _____

**APPENDIX C-13. CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature/Authorized Certifying Official

Date

Typed Name and Title

APPENDIX D

DRAFT CONTRACT

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract is made and entered into this _____ day of _____, 20__, by and between the HWY 79 CORRIDOR AUTHORITY, a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7), Florida Statutes, whose principal place of business is at [INSERT ADDRESS] (the “Authority”), and _____ whose principal place of business is at _____ (the “Consultant”), whose Federal I.D. number is _____, in connection with Request for Qualifications No. 18-1 and the professional consulting services set forth therein.

W I T N E S S E T H

WHEREAS, the Authority has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

WHEREAS, after due review of the proposals, the Authority selected at least three (3) firms for continuing professional consulting services agreements; and

WHEREAS, Consultant was one of those firms selected; and

WHEREAS, the Authority desires to obtain the continuing professional consulting services of the Consultant for a term of one (1) year with two (2) optional one (1)-year renewal periods, concerning certain design, construction, permitting and engineering study services, said services being more fully described in Work Authorizations issued under this Contract for the projects.

NOW, THEREFORE, in consideration of the mutual promises herein, the Authority and the Consultant agree as follows:

ARTICLE ONE CONSULTANT’S RESPONSIBILITY

1.1. Consultant shall provide to the Authority continuing professional engineering consulting services, including consultant construction engineering inspection (“CCEI”), for the duration of the Contract.

1.2. The Basic Services required under this Contract to be performed by Consultant shall be those set forth in Article Two and shall be issued periodically as Work Authorizations for identified the Authority projects (“Project”). Such Projects and scopes of work will be outlined in a Work Authorization and all provisions of this Agreement apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will set forth a specific Project, the Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution after approval by the Authority. The Work Authorization form is attached hereto as Exhibit B, which is incorporated herein by reference.

1.3. The basis of compensation to be paid Consultant by the Authority for Basic Services is set forth in Article Five and Exhibit A, "Basis of Compensation" attached to each Work Authorization, which is attached hereto and incorporated herein. Work Authorization requests will be made to Consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

1.4. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

1.5. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.6. Consultant agrees that the Project Manager for the term of this Contract shall be:

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the Authority, such approval or acceptance shall not be unreasonably withheld.

1.7 Consultant shall notify the Authority in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant, at the Authority's request, shall remove without consequence to the Authority any subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. The Authority has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: _____

Name: _____

1.8. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the Authority, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the Authority shall request in writing to be removed, which request may be made by the Authority with or without cause.

1.9. The Consultant has represented to the Authority that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the Authority's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the Authority of such conflict and utilize its best professional judgment to advise the Authority regarding resolution of the conflict. At the Authority's request, Consultant shall, at no additional cost to the Authority, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

1.10. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without the Authority's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.11. Evaluations of the Authority's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to the Authority, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

1.12. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

ARTICLE TWO BASIC AND ADDITIONAL SERVICES OF CONSULTANT

As authorized or required by the Authority in a Work Authorization, Consultant shall furnish or obtain from others Basic Services of the types listed in this Article Two. These services will be paid for by the Authority as indicated in Article Five and Exhibit A and as confirmed in each Work Authorization. The following Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, and 2.7 are considered Basic Services and Section 2.8 is considered Additional Services:

2.1. Design Studies and Reports.

Consultant shall:

- a. Consult with the Authority to define and clarify the Authority's requirements for the Project and available data.
- b. Advise the Authority as to the necessity of the Authority obtaining from Consultant Additional Services described in Article Two of this Agreement, including, but not limited to probing's, subsurface explorations, special permits, or other similar investigations.
- c. Identify, consult with, and analyze requirements of the Authority to approve the portions of the Project designed or specified by Consultant, including but not limited to mitigating measures identified in the environmental assessment.
- d. Identify and evaluate all reasonable alternate solutions available to the Authority and, after consultation with the Authority, recommend to the Authority those solutions which in Consultant's judgment meet the Authority's requirements for the Project.
- e. Prepare a preliminary Consulting Report (the "Report") which will, as appropriate, contain schematic layouts, sketches, operation and maintenance costs, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to the Authority which Consultant recommends. For each recommended solution Consultant will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Consultant and its Consultants; and, on the basis of information furnished by the Authority, a summary of allowances for other items and services included within the definition of Total Project Costs.
- f. Furnish three (3) review copies of the Report and any other deliverables to the Authority within the timeframe established in the Work Authorization and review it with the Authority.
- g. Revise the Report and any other deliverables in response to the Authority's comments, as appropriate, and furnish three (3) copies of the revised Report and any other deliverables to the Authority within the timeframe established in the Work Authorization.

Consultant's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to and accepted by the Authority, as appropriate.

2.2. Preliminary Design.

After acceptance by the Authority of the Report and any other deliverables, selection by the Authority of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by the Authority, as applicable, and upon written authorization from the Authority, Consultant shall:

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

- b. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
- c. Provide to the Authority three (3) copies of maps showing the general location of required construction easements and permanent easements and the land to be acquired.
- d. Advise the Authority as to the necessity of the Authority obtaining from Consultant, Additional Services described in Article Three of this Agreement, such as, but not limited to probing's, subsurface explorations, special permits, or other similar investigations. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist the Authority in collating the various cost categories which comprise Total Project Costs.
- e. Keep the Authority informed as to the status of the project design through no less than monthly meetings at the Authority's offices.
- f. Furnish three (3) review copies of the Preliminary Design Phase documents and any other deliverables to the Authority within the timeframe established in the Work Authorization, and review them with the Authority.
- g. Revise the Preliminary Design Phase documents and any other deliverables in response to comments from the Authority, as appropriate, and furnish to the Authority three (3) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within the timeframe established in the Work Authorization.

Consultant's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to the Authority.

2.3. Final Design.

After acceptance by the Authority of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any the Authority-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from the Authority, Consultant shall:

- a. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
- b. Provide technical criteria, written descriptions, and design data for the Authority's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist the Authority in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

- c. Advise the Authority of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to Consultant.
- d. Prepare and furnish Bidding Documents for review by the Authority, its legal counsel, its other advisors, and regulatory agencies, within the timeframe established in the Work Authorization, and assist the Authority in the preparation of other related documents. Review to ensure conformity with the technical specifications and incorporate into the Bidding Documents, the Authority's standard specifications.
- e. Revise the Bidding Documents in accordance with comments and instructions from the Authority, as appropriate, and submit three (3) final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to the Authority within the timeframe established in the Work Authorization. Consultant shall also provide an electronic copy of the Bidding Documents to the Authority.

Consultant's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A.3.1 have been delivered to and accepted by the Authority.

2.4. Construction Bid Services.

After acceptance by the Authority of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase Consultant shall:

- a. Assist the Authority in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, organize and conduct pre-Bid conferences, if any.
- b. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- c. Provide information or assistance needed by the Authority in the course of any negotiations with prospective contractors.
- d. Consult with the Authority as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
- e. Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the Project or fails to comply with applicable codes.
- f. Attend the Bid opening, prepare Bid tabulation sheets, and assist the Authority in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- g. Provide the Authority with a recommendation of contract award.

The Bidding or Negotiating Phase will be considered complete upon contract award by the Authority to the successful bidder.

2.5. Construction Contract Administration.

Upon successful completion of the Bidding and Negotiating Phase Consultant shall:

- a. Consult with the Authority and Contractors as reasonably required and necessary with regard to the construction of the project and act as the Authority's representative. All of the Authority's instructions to Contractor will be issued through Consultant.
- b. Coordinate and conduct a Pre-Construction Conference prior to commencement of Work at the Site.
- c. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Consultant, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- d. As appropriate, establish baselines and benchmarks for locating the Work which in Consultant's judgment are necessary to enable Contractor to proceed.
- e. In connection with observations of a contractor's Work while it is in progress:
 - i. Make visits to the Site at intervals appropriate to the various stages of construction, as Consultant or the Authority deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of contractor's executed Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of contractor's Work in progress or to involve detailed inspections of contractor's Work in progress beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and observations, Consultant will determine in general if the Work is proceeding in accordance with the Contract Documents, and Consultant shall keep the Authority informed of the progress of the Work.
 - ii. The purpose of Consultant's visits to the Site will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to provide for the Authority a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Consultant shall not, during such visits or as a result of such observations of contractor's Work in progress, supervise, direct, or have control over

- contractor's Work, nor shall Consultant have responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by contractor, for security or safety on the Site, for safety precautions and programs incident to contractor's Work, nor for any failure of contractor to comply with Laws and Regulations applicable to contractor's furnishing and performing the Work.
- iii. The Consultant shall consult with the Authority's inspector and review all observations and inspection reports performed by the Authority's inspector to ensure the Work conforms in general to the Contract Documents. Consultant shall promptly notify the Authority as to any deviations from the Contract Documents.
- f. Recommend to the Authority that contractor's Work be rejected while it is in progress if, on the basis of Consultant's observations, Consultant believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- g. Review materials and workmanship of the Project and report to the Authority any deviations from the Contract Documents which may come to the Consultant's attention; determine the acceptability of work and materials and make recommendation to the Authority to reject items not meeting the requirements of the Contract Documents.
- h. Recommend to the Authority in writing that the work, or designated portions thereof, be stopped if, in Consultant's judgment, such action is necessary to allow proper inspection, avoid irreparable damage to the work, or avoid subsequent rejection of work which could not be readily replaced or restored to an acceptable condition, such stoppage to be only for a period reasonably necessary for the determination of whether or not the work will in fact comply with the requirements of the Contract Documents.
- i. Require that any work which is covered up without being properly observed be uncovered for examination and restored at contractor's expense if deemed appropriate by the Consultant.
- j. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Consultant may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- k. Negotiate with the contractor the scope and cost of any contract Change Order or Work Change Directive and provide a recommendation to the Authority. Prepare and issue Change Orders and Work Change Directives as required or directed by the Authority.
- l. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of

the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant shall meet any Contractor's submittal schedule that Consultant has accepted.

m. Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by contractor.

n. Require special inspections or tests of contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by applicable laws and regulations of any governmental agency or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.

o. Assist and coordinate with the Authority, contractor and, if applicable, their Operations Contractor, with regard to start-up and testing requirements of the Project. Review and approve all required start-up procedures required by the Contract. Observe all start-up activities to ensure conformity with the requirements of the Contract Documents. Review and approve any performance testing required by the Contract Documents.

p. Assist the Authority with the coordination of any training of the Authority's Operations contractor or other such persons as designated by the Authority.

q. Render formal written decisions on all duly submitted issues relating to the acceptability of contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted claim by the Authority or Contractor, and in writing either deny such claim in whole or in part, approve such claim, or decline to resolve such claim if Consultant in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Consultant shall be fair and not show partiality to the Authority or contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

r. Monitor all required Project records, including but not limited to delivery schedules, inventories and construction reports. Based upon the Project records, as well as Consultant's observations at the site and evaluations of the data reflected in contractor's application for payment, Consultant shall render a recommendation to the Authority concerning the amount owed to the contractor and shall forward the contractor's application for such amount to the Authority. Such approval of the application for payment shall constitute a representation by Consultant to the Authority, based on observations and evaluations, that:

- i. The work has progressed to the point indicated.
- ii. The work is in substantial accordance with the Contract Documents.

- iii. The contractor is entitled to payment in the recommended amount.
- s. Receive, review, and transmit to the Authority maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples and other data, and all required record documents which are to be assembled by contractor in accordance with the Contract Documents to obtain final payment.
- t. Promptly after notice from contractor that contractor considers the entire Work ready for its intended use, in company with the Authority and contractor, conduct a pre-final inspection to determine if the Work is substantially complete. If, after considering any objections of the Authority, Consultant considers the Work substantially complete Consultant shall deliver a certificate of Substantial Completion to the Authority and contractor. If not, Consultant shall develop a list of items needing completion or correction, forward said list to the Contractor and provide written recommendations to the Authority concerning the acceptability of Work done and the use of the Project.
- u. Prepare and furnish to the Authority two (2) sets of project record drawings showing appropriate record information based on Record Drawing information from contractor and Project documentation received from the Authority's inspector. Consultant shall also provide the Authority with an electronic copy of the project record documents.
- v. In company with the Authority, conduct a final inspection and assist the Authority in closing out the construction contract, including but not limited to, providing recommendations concerning acceptance of the Project and preparing all necessary documents, including but not limited to, lien waivers, contractor's final affidavit, close-out change orders, certificate of final completion, and final payment application.
- w. The construction phase will terminate upon written recommendation by Consultant for final payment to Contractors.

2.6. Detailed Observation of Construction.

Construction work shall be done under the full-time observation of at least one representative of Consultant; or by such additional representatives of the Consultant as may be necessary for observing the construction of the Project, as may be authorized and approved by the Authority. During detailed observation of construction Consultant shall act to protect the Authority's interests in Project and:

- a. Take digital 3 x 5 color photographs of important aspects of the Project process and submit same on a regular basis to the Authority; such pictures to be properly categorized and identified as to date, time, location, direction and photographer, with subsequent notations on drawings.
- b. Maintain appropriate field notes from which record drawings can be generated.

- c. Maintain appropriate field records to document any and all disputes or claims, whether actual or potential with respect to construction of the Project.
- d. Observe operation or performance testing and report findings to the Authority and contractor, including copies of bacteriological and pressure tests when potable water lines are involved upon completion of operable units.

2.7. Post-Construction Phase.

Upon written authorization from the Authority, Consultant, during the post-construction phase, shall:

- a. Provide assistance in connection with the adjusting of Project equipment and systems.
- b. Assist the Authority in training the Authority staff to operate and maintain Project equipment and systems.
- c. Assist the Authority in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
- d. Together with the Authority, visit the Project to observe any apparent defects in the Work, assist the Authority in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if present.
- e. In company with the Authority or the Authority's Representative, provide an inspection of the Project within one month before the end of the correction period for Contractor's Work to ascertain whether any portion of the Work is subject to correction.

The post-construction phase services may commence during the construction phase and will terminate at the end of the Construction Contract's correction period.

2.8. Additional Services.

If not otherwise included in the Basic Services outlined in Sections 2.1 through 2.7 above and if authorized in an approved Work Authorization, Consultant shall furnish the following additional services:

- a. Preparation of applications and supporting documents (except those already to be furnished under this Contract) for private or governmental grants, loans, bond issues or advances in connection with the Project.
- b. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, the Authority's schedule or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules,

regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

c. Preparation and submission of information to and necessary consultations with the local Transportation Department, Florida Department of Environmental Protection, Florida Department of Transportation, regional water management districts, U.S. Army Corps of Engineers or other appropriate regulatory agencies, in order to obtain necessary permits or approvals for construction of the Project, unless such permits are expressly included in Basic Services to be performed by Consultant hereunder as set forth in the Work Authorization issued hereunder.

d. Providing renderings or models for the Authority's use.

e. Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; and evaluating processes available for licensing and assisting the Authority in obtaining process licensing.

f. Furnishing services of independent professional associates and consultants for other than the contract services to be provided by Consultant hereunder.

g. Services during out-of-town travel required of Consultant and directed by the Authority, other than visits to the Project site or the Authority's office.

h. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.

i. Providing any type of property surveys, aerial photography or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable contractors to proceed with their work and providing other special field surveys.

j. Preparation of operating, maintenance and staffing manuals, except as otherwise provided for herein.

k. Preparing to serve or serving as a consultant or witness for the Authority in any litigation, or other legal or administrative proceeding, involving the Project (except for assistance in consultations which are included as part of the Basic Services to be provided herein).

l. Assist in the review of private development activities requiring review and approval by the Authority and/or Washington County, Holmes County, and the City of Bonifay, including but not limited to comprehensive plan reviews, land development code amendments, and Development of Regional Impact studies.

- m. Assist in the preparation and development of land development regulations where requested by the Authority in connection with the Project.
- m. Represent the Authority on engineering topics before local governments and other governmental entities.
- n. Coordinate with engineering representatives from Washington County, Holmes County, and the City of Bonifay.
- o. Serve as a member of the Corridor Development Review Committee ("CDRC") to review new construction by businesses locating within the Authority's geographic area.
- p. Additional services rendered by Consultants in connection with a Project, not otherwise provided for in this Contract or not customarily furnished in accordance with generally accepted engineering practice.

ARTICLE THREE THE AUTHORITY'S RESPONSIBILITIES

3.1. The Authority shall designate in writing a representative to act as the Authority's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "the Authority's Representative"). The Authority's Representative shall have the Authority to transmit instructions, receive information, interpret and define the Authority's policies and decisions with respect to Consultant's services for the Project. However, the Authority's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder or in any approved Work Authorization;
- b. The time the Consultant is obligated to commence and complete all such services; or
- c. The amount of compensation the Authority is obligated or committed to pay the Consultant.

3.2. The Authority's Representative shall:

- a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;
- b. Provide all criteria and information requested by Consultant as to the Authority's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;

c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the Authority's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;

d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and

e. Provide notice to Consultant of any deficiencies or defects discovered by the Authority with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by the Authority for Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4. The Authority shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Contract, the Authority's Representative shall be:

[INSERT INFORMATION]

ARTICLE FOUR TERM AND TIME

4.1 The term of this Agreement shall commence on _____ and continue for three years until _____, unless otherwise terminated as provided herein. At the Authority's sole discretion, the term of this Agreement may be extended for two (2) additional one (1) year terms under the same terms and conditions as provided herein.

4.2. Services to be rendered by Consultant shall be commenced subsequent to the execution of any Work Authorizations issued pursuant to this Contract, after receiving written Notice to Proceed from the Authority for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Work Authorization for the Project.

4.3. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the Authority, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify the Authority in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.4. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which the Authority may be

responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from the Authority. Consultant's sole remedy against the Authority will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the Work Authorization, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.5. Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the Authority hereunder, the Authority at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the Authority's satisfaction that the Consultant's performance is or will shortly be back on schedule.

4.6. When the Consultant and the Authority enter into a Work Authorization where the term of the Work Authorization expires on a date that is later than the date that this Agreement expires, the Consultant and the Authority agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the Work Authorization have been performed. Cancellation by the Authority of any remaining work prior to the full completion of the requirements of the Work Authorization shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the Work Authorization extends beyond the expiration of this Agreement. It does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

ARTICLE FIVE COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the Authority for services rendered hereunder by Consultant shall be as prescribed in Exhibit A, entitled "Basis of Compensation," which is attached hereto and made a part hereof.

5.2. The total amount to be paid by the Authority under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Work Authorizations without prior approval of the Authority. The Consultant shall notify the Authority's Representative in writing when 90% of an approved "not to exceed amount" has been reached.

5.3. Invoices received by the Authority from the Consultant pursuant to this Contract will be reviewed and approved in writing by the Authority's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the Authority clerk for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida Prompt Payment Act. In addition

to detailed invoices, upon request of the Authority's Representative, Consultant will provide the Authority with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and any approved Work Authorization. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Authority's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the Authority for each Work Authorization. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable Work Authorization and all charges and costs have been invoiced to the Authority. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against the Authority for additional payment.

5.6 Consultant acknowledges that the Authority, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Authority's performance and obligation to pay under this agreement is contingent upon annual appropriation.

5.7 Consultant acknowledges that all funding for the Services outlined in Article Two hereof is to be provided by the following grants awarded to the Authority: (1) a \$1,000,000.00 State Funded Grant Agreement pursuant to chapter 2017-70, Laws of Florida, being administered by District 3, FDOT; and (2) a \$1,821,461.00 Florida Jobs Growth Infrastructure Grant from the Department of Economic Opportunity, administered through Washington County on behalf of the Authority, for total funding of \$2,821,461.00. As such, all payments due to Consultant are dependent and contingent on the Authority's or Washington County's receipt of such grant funds.

ARTICLE SIX WAIVER OF CLAIMS

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against the Authority arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by the Authority shall be deemed to be a waiver of any of the Authority's rights against Consultant.

ARTICLE SEVEN

TRUTH IN NEGOTIATION REPRESENTATIONS

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

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the Authority determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

ARTICLE EIGHT TERMINATION OR SUSPENSION

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for the Authority to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Work Authorization, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the Authority pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms of this Contract, or (f) for any other just cause. The Authority may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that the Authority otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against the Authority shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

8.3. The Authority shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against the Authority shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against the Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the Authority all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The Authority shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days' prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

ARTICLE NINE PERSONNEL

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

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Authority, nor shall such personnel be entitled to any benefits of the Authority including, but not limited to, pension, health and workers' compensation benefits.

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

9.4. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

ARTICLE TEN SUBCONTRACTING

10.1. Consultant shall not subcontract any services or work to be provided to the Authority without the prior written approval of the Authority's Representative. The Authority reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The Authority's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE ELEVEN FEDERAL AND STATE TAX

11.1. The Authority is exempt from payment of Florida state sales and use taxes. Upon request, the Authority will provide an exemption certificate to Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill its obligations pursuant to this Contract, nor is the Consultant authorized to use the Authority's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE TWELVE OWNERSHIP OF DOCUMENTS

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of the Authority. Consultant, at its own expense, may retain copies for its files and internal use. Consultant assumes no liability for the use of such documents by the Authority or others for purposes not intended under this Contract.

12.2 In addition to other requirements provided herein, Consultant shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

- a. Keep and maintain public records required by the Authority in order to perform the Scope of Services identified herein.
- b. Upon request from the Authority provide the Authority with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the Authority.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Consultant does not transfer all records to the Authority.
- d. Transfer, at no cost, to the Authority all public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority, upon request from the Authority, in a format that is compatible with the information technology systems of the Authority. If the Consultant keeps and maintains public records upon the conclusion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records that would apply to the Authority.
- e. If Consultant does not comply with a public records request, the Authority shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if

the Consultant fails to provide records when requested, the Consultant may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [INSERT CONTACT INFORMATION, MUST BE BOLDED AND IN 14 PT FONT] .

ARTICLE THIRTEEN MAINTENANCE OF RECORDS

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later. The Authority, or any duly authorized agents or representatives of the Authority, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE FOURTEEN INSURANCE

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the Authority, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of this Contract by the Authority, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the Authority. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the Authority, on a timely basis, if required by the Authority. These Certificates and policies shall contain provisions that thirty (30) days' written notice by registered or certified mail shall be given the Authority of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Consultant shall be primary to any insurance or self-insurance program carried by the Authority applicable to this Project.

14.2. The acceptance by the Authority of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Contract does not constitute approval or agreement by

the Authority that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Contract.

14.3. Before starting and until acceptance of the work by the Authority, Consultant shall maintain insurance of the types and to the limits specified in paragraph 14.7 entitled "Required Insurance." Consultant shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's work, insurance of the types and to the limits specified in paragraph 14.7, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by the Authority. Said waiver shall not be unreasonably withheld upon Consultant representing in writing to the Authority that Consultant's existing coverage includes and covers the subconsultants and subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified in paragraph 14.7. All liability insurance policies, other than the Professional Liability, Worker's, Compensation and Employers' Liability policies, obtained by Consultant to meet the requirements of this Contract shall name the Authority as an additional insured as to the operations of the Consultant under this Contract and the Contract Documents and shall contain severability of interests provisions.

14.4. If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by the Authority, certified, true copies of the renewal policies shall be furnished by Consultant thirty (30) days prior to the date of expiration. Should at any time the Consultant not maintain the insurance coverages required in this Contract, the Authority may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Consultant for such coverages purchased. The Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

14.5. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Authority's Representative prior to the commencement of the work. The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Authority's Representative, nor shall the Consultant allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.6. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best rating of A- or better.

14.7. Required Insurance

- a. Workers' Compensation insurance as required by the State of Florida.
- b. Employers Liability Insurance with limits of \$1,000,000 per Accident, \$1,000,000.00 Disease, policy limits, \$1,000,000 Disease each employee.

c. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$250,000 per person, \$500,000 per occurrence, \$250,000 property damage.

d. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of Consultant or any of its employees, agents or subcontractors or sub consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$250,000 per person, \$500,000 per occurrence, \$500,000 property damage.

e. Professional liability insurance of at least \$1,000,000.00 for design errors and omissions, exclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the Authority. The Authority may require the Consultant to provide a higher level of coverage for a specific project and time frame.

f. The Authority, the City of Bonifay, Holmes County, and Washington County (the "Covered Entities") shall be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverage's identified in Paragraphs c., d., and e. The Covered Entities, their officials, employees, agents, and volunteers are to be covered as an additional insured with an Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to: Liability arising out of activities performed by or on behalf of the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the Covered Entities, their officials, employees, agents, and volunteers.

g. Consultant shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of Consultant if so required by the Authority during the term of this Contract. The Authority will not pay for increased limits of insurance for subcontractors.

The Authority reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

14.8. The Consultant, and its insurance carrier, waives all subrogation rights against the Covered Entities, their officials, employees, agents, and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The Authority requires all policies to be endorsed with a Waiver of our Right to Recover from Others or equivalent.

ARTICLE FIFTEEN INDEMNIFICATION

15.1. The Consultant agrees to indemnify and hold harmless and defend the Covered Entities, their officers, volunteers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by the Covered Entities from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any negligent error, omission, negligent act, recklessness, or intentionally wrongful act of Consultant, its agents, servants, or employees, in the performance of services under this Contract.

15.2. The Consultant agrees to indemnify and hold harmless the Covered Entities, their officers, agents, volunteers, and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by the Covered Entities from (a) any breach or misconduct by the Consultant of this Contract, (b) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein, (c) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property sustained by reason or as a result of the negligent performance of this Contract by the Consultant and the Consultant's agents, employees, invitees, and (d) Consultant acknowledges and agrees that the Authority would not enter into this Contract without this indemnification of the Covered Entities by Consultant, and that the Authority's entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract.

15.3. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the Authority's attorney, in which the contractor agrees to hold harmless and to defend the Covered Entities, Consultant, their officers, agents, volunteers, and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. The Authority acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

15.4 The first ten dollars (\$10.00) of remuneration paid to Consultant under this Contract shall be in consideration for the indemnification provided for in this section.

15.5 Nothing in this Contract shall be construed to affect in any way the Covered Entities rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

ARTICLE SIXTEEN SUCCESSORS AND ASSIGNS

16.1. The Authority and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Authority which

may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Authority and the Consultant.

ARTICLE SEVENTEEN REMEDIES

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

ARTICLE EIGHTEEN CONFLICT OF INTEREST

18.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

18.2. The Consultant shall promptly notify the Authority Administrator, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the Authority Administrator as to whether the association, interest or circumstance would be reviewed by the Authority Administrator as constituting a conflict of interest if entered into by the Consultant. The Authority Administrator agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Authority of Directors by the Consultant within thirty (30) days of the Authority Administrator's notice to the Consultant. If, in the opinion of the Authority Administrator or the Authority, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the Authority Administrator or the Authority shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Authority by the Consultant under the terms of this Contract.

ARTICLE NINETEEN DEBT

19.1. The Consultant shall not pledge the Authority's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE TWENTY NONDISCRIMINATION

20.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE TWENTY-ONE ENFORCEMENT COSTS

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

ARTICLE TWENTY-TWO NOTICE

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the Authority Representative at the addresses shown in Articles One and Three hereof. Service of process shall further be effected upon such Representatives.

ARTICLE TWENTY-THREE MODIFICATION OF SCOPE OF WORK

23.1. It is the intent of this Contract that the Authority shall from time to time issue Work Authorizations for Consultant to perform work. Work Authorizations shall be duly approved by the Authority prior to issuance. Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with the Authority Representative in negotiating the cost and schedule of said work orders prior to submission for approval. The Authority reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the Authority's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the Authority of any estimated change in the completion date, and (3) advise the Authority if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

23.2. If the Authority so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the Authority's decision to proceed with the change. Consultant shall be entitled to invoice the Authority for that portion of the work completed prior to receipt of the written notice.

23.3. If the Authority elects to make the change, the Authority shall initiate an amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the Authority.

ARTICLE TWENTY-FOUR MODIFICATION

24.1. The Authority and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty Four - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE TWENTY FIVE MISCELLANEOUS

25.1. Consultant, in representing the Authority, shall promote the best interest of the Authority and assume towards the Authority a duty of the highest trust, confidence and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of the Authority.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

25.6. This Contract, including the referenced Exhibits and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7. The Consultant understands and acknowledges that this Contract will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

25.8. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Washington, or Holmes County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

ARTICLE TWENTY-SIX SEVERABILITY

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

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

HWY 79 CORRIDOR AUTHORITY

(printed name and title)

Attest:

By: _____
Corporate Secretary

[Print Name]

DATE: _____

SEAL

COMPANY

a _____ Corporation

By: _____

[Print Name]

[Title]

DATE: _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ By _____

(Date)

(Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters

(Type of Identification)

stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date)

(Name of acknowledging partner or agent)

on behalf of _____ a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the

(Type of Identification)

matters in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)



ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date)

(Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have

(Type of Identification)

knowledge of the matters in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

EXHIBIT A

BASIS OF COMPENSATION

A.1. Basic Services Outlined In Sections 2.1, 2.2, 2.3, 2.4, and 2.5 of this Agreement:

- A.1.1. As consideration for providing Basic Services as set forth in Article Two, Sections 2.1, 2.2, 2.3, 2.4, and 2.5, the Authority agrees to pay, and Consultant agrees to accept, the lump sum fees to be negotiated and included within each applicable Work Authorization. The employee rates included in the lump sum fees shall be based upon the Consultant's Employee Hourly Rate Schedule for employee's working under this Agreement, which is attached hereto.
- A.1.2. Payment for Basic Services under Sections 2.1, 2.2, 2.3, 2.4, and 2.5 of this Agreement shall be paid on a lump sum basis in accordance with set milestones as set forth below or in equal monthly installments based upon the estimated time for completion of the services, as determined in an approved Work Authorization:
- (a) the 2.1 milestone shall be the submittal to the Authority of the Design Report and Consultant's initial professional opinions of probable total Project and construction costs.
 - (b) the 2.2 milestone shall be the submittal to the Authority of the preliminary Contract Documents and Consultant's preliminary opinions of probable total Project and construction costs.
 - (c) the 2.3 milestone shall be the submittal to the Authority of the final Contract Documents after the Authority's approval of detailed opinions of probable total Project and construction costs.
 - (d) the 2.4 milestone shall be the award of bids by the Authority.
 - (e) the 2.5 milestone shall be the close-out of construction contract, final inspection and submittal of record drawings and final report of variations from the construction Contract Documents.

A.2. Basic Services Outlined in Section 2.6 and 2.7 and Additional Services Outlined in Section 2.8 of this Agreement:

- A.2.1. As consideration for providing Basic Services under Section 2.6 entitled "Detailed Observation of Construction", Section 2.7 entitled Post Construction Services, and for properly approved Additional Services set forth in Section 2.8 of this Agreement, the Authority agrees to pay and Consultant agrees to accept payment on a time and reimbursable cost basis. Payments for services provided under Sections 2.6, 2.7, and 2.8 of this Agreement shall be made monthly on a time and reimbursable cost basis computed in accordance with Consultant's Employee Hourly Rate Schedule for employees working under this Agreement, which is attached hereto. Payment shall be made monthly on an as needed basis, not to exceed 40 hours per person per week. Payment for services performed by individuals beyond 40 hours per week or Saturdays, Sundays or holidays shall be increased by a factor of 1.5 applied to "Consultant's Employee Hourly Rate

Schedule" provided such overtime work is approved by the Authority in advance whenever possible and not due to Consultant's own fault or neglect.

A.2.2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Basic Services under Section 2.6 and 2.7 of Additional Services under Section 2.8, in the interest of a Project, listed in the following sub-paragraphs:

- (a) expenses for transportation and subsistence incidental to out-of-town travel required by Consultant and directed by the Authority, other than visits to the Project Site or the Authority's office;
- (b) expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items in addition to those otherwise required in Sections 2.1, 2.2, 2.3, 2.4, and 2.5 of Basic Services;
- (c) when authorized in advance by the Authority, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates; and
- (d) expenses for renderings, models and mock-ups requested by the Authority.

A.2.3. By way of example and not limitation, reimbursable costs shall specifically not include expenditures, except as otherwise described in paragraph A.2.2, such as:

- (a) expenses for transportation and subsistence;
- (b) overhead, including field office facilities;
- (c) overtime not authorized by the Authority; or
- (d) expenses for copies, reproductions, postage, handling, express delivery, and long distance communications.

A.3. Payments

A.3.1. Payments will be made for services rendered, no more than on a monthly basis, in accordance with the Florida Prompt Payment Act. The number of the purchase order by which the Authority the services have been made, shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by the Authority.

A.3.2. Consultant acknowledges that Consultant's Employee Hourly Rate Schedule attached to this Exhibit are incorporated herein and, will be the basis for the Authority's budgeting, authorizing and monitoring of expenditures under this Agreement.

A.3.3. As compensation for coordinating subconsultant activities for the Authority, Consultant shall be allowed an administrative fee not to exceed ten percent (10%) of the actual cost of services rendered pursuant to Sections 2.6, 2.7, and 2.8 of this Agreement. For the purposes of this provision the actual cost of services rendered shall not include any mark-up between the vendor who actually performed the services and any sub-consultant. No administrative fee or mark-up shall be paid in conjunction with the provision of Basic Services as set forth in Sections 2.1, 2.2, 2.3, 2.4, and 2.5.

A.3.4. Consultant acknowledges and understands that payments for all services will be contingent on the release and receipt of grant funds from the Florida Department of Transportation and the Florida Department of Economic Opportunity.

CONSULTANT'S EMPLOYEE HOURLY RATE SCHEDULE

[TO BE PROVIDED BY CONSULTANT DURING COMPETITIVE NEGOTIATION]

Administrative Staff	Rate (hourly)		Surveying Staff	Rate (hourly)
Administrative 1			1 Person Survey Crew	
Administrative 2			2 Person Survey Crew	
Administrative 3			3 Person Survey Crew	
Administrative 4			4 Person Survey Crew	
Administrative 5			GPS Survey Crew	
CAD Staff	Rate (hourly)		Professional Surveyor	
CAD Tech 1			Scientific Staff	Rate (hourly)
CAD Tech 2			Scientist 1	
CAD Tech 3			Scientist 2	
Construction Staff	Rate (hourly)		Scientist 3	
Construction Engineer			Additional Staff	Rate (hourly)
Construction Field Rep				
Construction Specialist				
Engineering Staff	Rate (hourly)			
Designer 1				
Designer 2				
Designer 3				
Landscape Designer				
Engineering Tech				
Engineer 1				
Engineer 2				
Engineer 3				
Engineer 4				
Engineer 5				
Engineer 6				
Engineer 7				
Professional Engineer 1				
Professional Engineer 2				
Professional Engineer 3				
Project Manager				
Principal/Associate				

EXHIBIT B
WORK AUTHORIZATION FORM

Work Authorization No. ENG 18-01

to

Professional Services Agreement Between the

Highway 79 Corridor Authority

and

(Engineering Firm)

A. SUMMARY OF SERVICES TO BE RENDERED

This work authorization addresses the necessary engineering and design services for (*Project Name/Description and Number*). The project includes...

The project is required...

Tasks associated with this project include [MUST Reference Sections 2.1 through 2.8, as applicable]...

B. PROJECT COST:

PROJECT: XX XXX

	Billed At	Number of Hours	Cost Extended
Principal	\$\$	2	\$\$
Associate	\$\$	4	\$\$
Project Engineer	\$\$	6	\$\$

LUMP SUM FEE: \$

or

NOT-TO-EXCEED FEE: \$

The work to be provided hereunder is funded by _____ grant. All payments pursuant to this work authorization are contingent on the release and receipt of these grant funds.

C. PROJECT SCHEDULE:

Preliminary Design (30%) - complete XX days from notice to proceed

Preliminary Design (60%) - complete XX days from notice to proceed

Preliminary Design (90%) - complete XX days from notice to proceed

Final Design - complete XX days from notice to proceed

Bid Services - complete XX days from notice to proceed

Construction - Contract Admin complete XX months after construction notice to proceed

D. NOTICE/PROJECT MANAGER OF CONSULTANT

APPROVED BY

Engineering Firm

For the Hwy 79 Corridor Authority
Print Name:

Name, Title of Signer:

Address:

City, State ZIP:

Phone:

Dated this ____ day of _____, 201X.

APPENDIX E

LEGAL ADVERTISEMENT

FL Hwy 79 CORRIDOR AUTHORITY

REQUEST FOR QUALIFICATIONS RFQ No. 18-1

FOR:

ENGINEERING CONSULTANT, DESIGN, INSPECTION & RELATED SERVICES

Advertisement Begin Date/Time: October 10, 2018

Proposal Due Date/Time: November 14, 2018 @ 3:00 PM CST

In accordance with section 287.055, Florida Statutes, known as the Consultants Competitive Negotiation Act (CCNA), the Hwy 79 Corridor Authority is seeking proposals from qualifying consulting firms to provide all or a portion of continuing professional engineering consulting services.

The Authority requires one or more engineering consulting firms that can provide water and wastewater planning and design services and related project management and inspection services and certifications for a project involving the design, construction, and installation of approximately 2.3 miles of water and sewer infrastructure along the Highway 79 Corridor within Washington and Holmes Counties, Florida.

Sealed proposals for the above-described services will be received at 1331 South Blvd. Chipley, FL 32428 until **November 14, 2018, at 3:00 PM Central Standard Time**, at which time the bids will be opened and read aloud. Bids received after said time will be returned unopened.

If you are interested in submitting a proposal, you **must** obtain the complete Request for Qualifications (RFQ) package, which contains additional information regarding this solicitation and instructions related to filing a proposal, from the Washington County website at www.washingtonfl.com or by contacting Wendy White, Washington County Human Resources Coordinator at (850) 415-5151.

All inquiries and requests for clarification concerning the RFQ shall be submitted in writing and in accordance with the RFQ. Verbal clarifications will not be provided.

The Authority reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. The Authority does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

ADA – Special Accommodations: Any person requiring accommodations by the Authority due to a disability should call Wendy White, Washington County Human Resources Coordinator at (850) 415-5151 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact Wendy White via the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).