

ADDENDUM #2
HIGHWAY 79 CORRIDOR AUTHORITY
RFQ 19-1

GENERAL MANAGEMENT SERVICES

DATE: March 8, 2019

Please Note the Following Changes to the Above Referenced RFQ.

1. Section 4.0 of RFQ 19-1 for General Management Services is hereby amended and replaced with the following:

SECTION 4.0. SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS

4.1 Basic Services. The Management Firm shall provide the following basic services to the Authority, as further described in Section 3.1 of the Consulting Services Agreement attached hereto:

- a. Provide for the general administration and management of Authority activities, as directed and overseen by the Board.
- b. Prepare Board meeting agendas and appurtenant materials and ensure such materials are timely disseminated to Board members, other Authority consultants, and the public prior to each meeting of the Authority.
- c. Attend all Board meetings and present items to the Board.
- d. Coordinate and communicate with Authority Board Members and various consultants, vendors, employees, and agents retained by the Authority and the host governments.
- e. Oversee and manage the various consultants, vendors, and other agents retained by the Authority.
- f. Ensure compliance with all requirements applicable to independent special districts under Florida law, including reporting, record keeping, and public communication and outreach, and communicate with the Department of Economic Opportunity on behalf of the Authority where necessary with respect to such special district requirements.
- g. Coordinate and communicate with Authority Board Members and various consultants and vendors retained by the Authority to further the goals and objectives of the Authority.
- h. Prepare and disseminate procurements and solicitations of goods and services as directed by the Board, pursuant to the Authority's adopted Purchasing Policy and applicable state and Federal law, in conjunction with the Authority's General Counsel.
- i. Serve as custodian of public records to the Authority and ensure Authority records are

retained and managed, and requests to inspect and copy Authority records are processed, in accordance with Florida law.

j. Supervise, oversee, and continually update the Board as to the status of contracts and agreements entered into between the Authority and other consultants, entities, and vendors, in consultation with the Authority's General Counsel where required.

k. Create and thereafter regularly update and administer an official website for the Authority that meets the requirements for special district websites described in chapter 189, Florida Statutes.

l. Assist the person or entity responsible for providing financial services to the Authority with: (1) the preparation and presentation of the Authority's annual budget; (2) processing payment requests; and (3) overseeing, managing, and administering grants to the Authority.

m. Advertise and market the services, facilities, and programs offered by the Authority in order to promote development in the Corridor Area.

n. Assist the Authority and prospective developers with the application, review, and submittal of applications and/or requests for land development approvals required in connection with development of the Corridor Area with each of the three host governments. This may include consultation and coordination with the three host governments and attendance at any required public meetings in connection with such land development applications.

4.2 Construction Management Services. The Management Firm shall provide the following Construction Management Services to the Authority, as further described in Section 3.2 of the Consulting Services Agreement attached hereto:

a. Provide professional construction management services to the Authority with respect to the construction of approximately 2.3 miles of water and sewer infrastructure along the Highway 79 Corridor to ensure the successful and timely construction of such project, as well as other construction projects as may be directed by the Board, in accordance with Florida law.

b. Communicate and coordinate as necessary with other consultants hired by the Authority.

c. Advise the Authority and prepare necessary documentation while working in conjunction with other professionals engaged by the Authority. Provide the Authority with an analysis of bids received by the Authority for other professional services and make recommendations as to the best bids to achieve Authority objectives.

4.3 Additional Services. As directed by the Board, the Management Firm shall provide the following additional services to the Authority, as further described in Section 3.3 of the Consulting Services Agreement attached hereto:

a. Serve as the lead entity responsible for preparation of the Authority's annual budget, as directed by and in consultation and coordination with the Board and such other consultants as the Board may employ.

b. Serve as the lead entity responsible for the provision of comprehensive financial services to the authority, including financial management, accounting, auditing, payment processing, and record keeping services in accordance with GAAP and GASB requirements for government accounting and applicable Florida law.

c. Provide comprehensive grant management, oversight, accounting, reporting, and tracking, and related grant services.

d. Provide such other additional services as may be specifically designated and authorized by the Authority in writing.

4.4 Modifications to Scope. The Authority reserves the right to reduce the scope of services described herein as it sees fit, including the right to eliminate some or all of the services described herein from the scope of services to be provided by the Consultant. At the Authority’s discretion, the Authority may assign some or all of the services described herein to other vendors, consultants, and employees.

2. Section 5.0, Tab 6 – Fee Proposal, of RFQ 19-1 for General Management Services is hereby amended and replaced with the following:

SECTION 5.0. PROPOSAL RESPONSE REQUIREMENTS

* * *

TAB 6 – FEE PROPOSAL

Proposers shall provide a fee proposal structured as provided below. The fee proposal shall include all related costs to be charged to the Authority including but not limited to costs incurred for travel, lodging, copies, telephone charges, research, etc.

The fee schedule shall be structured as follows:

1. Basic Services – Provide a monthly flat fee for the performance of all services identified as “Basic Services” in Section 4.1 above, and in the Consulting Services Agreement. At the Proposer’s option, the Proposer may also specify any additional “value added” services included within the monthly flat fee.

2. Construction Management Services – Provide an hourly and/or monthly flat fee proposal for the Proposer’s performance of “Construction Management Services,” as described in Section 4.2 above, and in the Consulting Services Agreement. If an hourly fee schedule is proposed, provide a detailed breakdown of rates charged by the applicable employees, agents, and other personnel who will be performing the services provided as well as a not-to-exceed amount for each service to be performed (i.e. for pre-construction phase services, construction phase services, etc.).

3. Additional Services – Provide an hourly fee schedule applicable to the Proposer’s performance of “Additional Services,” as described in Section 4.3 above, and in the Consulting Services Agreement. In providing the hourly fee schedule for Additional Services, provide a detailed breakdown of rates charged by the applicable employees, agents, and other personnel who will be performing the services.

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3. Appendix D to RFQ 19-1 for General Management Services, entitled “Draft Contract” is hereby replaced in its entirety with the following:

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

GENERAL MANAGEMENT SERVICES

APPENDIX D – DRAFT CONTRACT

As Revised March 8, 2019

CONSULTING SERVICES AGREEMENT

This Contract is made and entered into this _____ day of _____, 2019, 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 (“Authority”), and _____, whose principal place of business is at _____, whose Federal I.D. number is _____ (“Consultant”), in connection with Request for Qualifications No. 19-1 for General Management Services and the professional consulting services set forth therein.

W I T N E S S E T H

WHEREAS, the Authority has pursued certain general management services pursuant to RFQ No. 19-1; and

WHEREAS, the Authority desires to obtain the continuing professional consulting services of the Consultant for a term of three (3) years with two (2) optional one (1)-year renewal periods, to assist with the development and implementation of land development regulations that will both permit and encourage commercial, industrial, and/or mixed use development within an overlay district located in portions of the City of Bonifay, Washington County and Holmes County along the Highway 79 Corridor.

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

1.0 Consultant’s Responsibility; Definitions

1.1 Consultant shall provide continuing general management, construction management, and additional services to the Authority for the duration of the Contract.

1.2 Definitions. As used herein, the following terms shall have the following meanings, unless the context clearly requires otherwise:

Design Professional – A duly licensed individual or entity designated by Authority to perform or furnish specified architectural or engineering services in connection with the Work.

Progress Schedule – a detailed timeline indicating dates for starting and completing all Work

required by the Contract Documents.

Construction – The process of performing the Work and the final end product of that process. This term may also refer to portions of the final end product. The terms construct and constructing and other similar variations of those terms also refer to Construction as defined herein. The term Construction shall not be deemed to include the performance of Design Professional Services.

Contract or Agreement – The written agreement between the Authority and Consultant covering the Work; other Contract Documents are attached to or referred in the Agreement. All such documents shall be deemed to be a part of the Agreement for all purposes.

Contract Documents - This Agreement, the Exhibits attached hereof, the legal advertisement, the instructions to bidders, the proposal and any duly executed and issued addenda, Change Orders, Field Directive Change Orders, Work authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" or "Contract" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Consultant at the Project Site at all times during the performance of the Work.

Consultant - The individual or entity with whom the Authority has entered into the Agreement as indicated in the Agreement.

Site – The real property or other areas designated in the Contract Documents as being furnished by the Authority for the performance of the Construction, storage, or access.

Subcontractor – A person, firm, partnership, corporation, or entity who has a direct contract with the Consultant to perform any of the Work at the Site. The term Subcontractor does not include those whose sole purpose is that of a Supplier of materials, but a Supplier of materials shall be classified as a Subcontractor if it enters into any agreement, whether written or verbal, for the installation of said materials. The term Subcontractor means a Subcontractor or its authorized representative.

Work – All labor, materials, equipment and incidentals required to fully, finally and properly complete the construction and installation of approximately 2.3 miles of water and sewer infrastructure along

the Highway 79 Corridor, as well as other construction projects as may be directed by the Board.

Work Authorization – An authorization issued by the Authority consistent with and pursuant to this Agreement whereby Consultant is directed and authorized to perform one or more specific tasks described in Section 3.0 of this Agreement as further set forth in such Work Authorization and pursuant to the schedule and terms of compensation set forth in such Work Authorization.

2.0 Term

2.1 The Effective Date of this Agreement shall be the date on which it is executed by the last party to sign the Agreement. The initial term of this Agreement shall be three (3) years from the Effective Date, unless otherwise terminated as provided herein.

2.2 Following the initial three (3) year term, this Agreement may be extended for up to two (2) additional one (1) year periods upon mutual agreement of the parties.

3.0 Scope of Services to Be Performed by Consultant, Performance Schedule. As authorized or required by the Authority in a Work Authorization (except where otherwise indicated), Consultant shall perform or obtain from others the services described in this section 3.0.

3.1 Basic Services. Consultant shall perform the following Basic Services, as overseen by the Authority Board of Directors (“Board”). Consultant is authorized to proceed with the provision of all such Basic Services as of the Effective Date of the Agreement.

a. Provide for the general administration and management of Authority activities, as directed and overseen by the Board.

b. Prepare Board meeting agendas and appurtenant materials and ensure such materials are timely disseminated to Board members, other Authority consultants, and the public prior to each meeting of the Authority.

c. Attend all Board meetings and present items to the Board.

d. Coordinate and communicate with Authority Board Members and various consultants, vendors, employees, and agents retained by the Authority and the host governments.

e. Oversee and manage the various consultants, vendors, and other agents

retained by the Authority, as directed by the Board, to ensure the successful and timely construction of the water and wastewater utility infrastructure projects, the successful provision of utility services upon completion of such projects, and the overall successful functioning of the Authority.

f. Ensure compliance with all requirements applicable to independent special districts under Florida law, including reporting, record keeping, and public communication and outreach, and communicate with the Department of Economic Opportunity on behalf of the Authority where necessary with respect to such special district requirements.

g. Coordinate and communicate with Authority Board Members and various consultants and vendors retained by the Authority to further the goals and objectives of the Authority.

h. Prepare and disseminate procurements and solicitations of goods and services as directed by the Board, pursuant to the Authority's adopted Purchasing Policy and applicable state and Federal law, in conjunction with the Authority's General Counsel.

i. Serve as custodian of public records to the Authority and ensure Authority records are retained and managed, and requests to inspect and copy Authority records are processed, in accordance with Florida law.

j. Supervise, oversee, and continually update the Board as to the status of contracts and agreements entered into between the Authority and other consultants, entities, and vendors, in consultation with the Authority's General Counsel where required.

k. Create and thereafter regularly update and administer an official website for the Authority that meets the requirements for special district websites described in chapter 189, Florida Statutes.

l. Assist the person or entity responsible for providing financial services to the Authority with: (1) the preparation and presentation of the Authority's annual budget; (2) processing payment requests; and (3) overseeing, managing, and administering grants to the Authority and/or for the benefit of the Authority.

m. Advertise and market the services, facilities, and programs offered by the

Authority in order to promote development in the Corridor Area.

n. Assist the Authority and prospective developers with the application, review, and submittal of applications and/or requests for land development approvals required in connection with development of the Corridor Area with each of the three host governments. This may include consultation and coordination with the three host governments and attendance at any required public meetings in connection with such land development applications.

3.2 Construction Management Services. As authorized or required by the Authority in a Work Authorization, Consultant shall perform the following Construction Management Services, as overseen by the Authority Board of Directors (“Board”).

3.2.1 Pre-Construction Phase Services. During the Pre-Construction Phase, the Consultant shall work with the Authority and the Design Professional to develop an optimum, minimum risk, and buildable design for the Project, shall evaluate the Project design for constructability, value engineering, and, as necessary, the Construction documents to ensure the Project can be constructed within the available budget. The Consultant shall review and comment upon the Construction documents being developed by the Authority's Design Professional. The scope of that review shall include, but not be limited to, reviewing those various documents for value engineering and constructability. As the Construction documents are developed by the Design Professional through the various design phases set forth in the Agreement with the Design Professional, the Consultant shall provide the Design Professional with detailed Construction cost estimates with respect to those documents. The Consultant shall attend any and all design conferences prior to Construction and otherwise assist and cooperate with the Design Professional with respect to the design of the Project.

a. In fulfilling its obligations under this Section, the Consultant shall cooperate with the Design Professional; utilize the Consultant's best skill, efforts and judgment in furthering the Authority's interest; furnish efficient business administration and supervision of the Project; furnish at all times an adequate supply of workers and materials; and perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of the Authority. Further, the Consultant

acknowledges that (i) it has represented to the Authority that it has specific expertise in the planning, management, and construction of projects that may be assigned, and (ii) that such representation is a material incentive to the Authority to enter into this Contract.

b. Review, Recommendations and Warranty: The Consultant shall familiarize itself thoroughly with the evolving architectural, civil, mechanical, plumbing, electrical and structural plans and Specifications and shall follow the development of design from schematic Pre-Construction Phase through Construction documents phase. The Consultant shall review and make recommendations with respect to the selection of systems and materials and cost-reducing alternatives including assistance to the Design Professional and the Authority in evaluating alternative comparisons versus long-term cost effects. The evaluation shall address the benefits of the speed of Construction and early completion of the Work. The Consultant shall furnish pertinent information as to the availability of materials and labor that will be required. The Consultant shall submit to the Authority and the Design Professional such comments as may be appropriate concerning Construction feasibility and practicality. The Consultant shall call to the Authority's and the Design Professional's attention any defects in the design, drawings and Specifications or other documents of which it is aware.

c. Long Lead Procurement: The Consultant shall review the Project design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies) and consult with the Design Professional concerning same. When each item is identified, the Consultant shall notify the Subcontractors, the Authority and the Design Professional of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. The Consultant shall keep itself informed of the progress of the respective Subcontractors or Suppliers, manufacturing or fabricating such items, and advise the Authority and the Design Professional of any problems or possible delays in delivery.

d. Interfacing: The Consultant shall take such measures as are appropriate to provide that all Construction requirements will be covered in the separate procurement of long lead items, the separate Construction Subcontractors and the general conditions items without duplication or overlap,

and sequenced to maintain completion of all Work on schedule. Consultant shall assist the Authority with the development of bid packages that clearly identifies the Work included in that particular separate subcontract, its schedule for start and completion and its relationship to the other separate Subcontractors. Without assuming any design responsibilities of the Design Professional, the Consultant shall provide comment on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Design Professional may arrange for necessary corrections.

e. Separate Contracts Planning: The Consultant shall review the design and shall determine how it desires to divide the sequence of Construction activities, and shall determine the breakdown and composition of bid packages for award, based on the current schedule while the design is being completed and shall supply a copy to Authority for its review and approval. The Consultant shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, accesses and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and Construction that are authorized by the Authority. The Consultant shall supply the Authority a copy of the schedule for the Authority's information and comment. The Consultant shall work in conjunction with the Authority and its agents and representatives, including the Design Professional, to ensure that the bid list includes local, small and/or minority businesses.

f. Job Site: The Consultant shall develop and maintain a schedule of Construction activities and shall arrange for all job Site facilities required and necessary to enable the Consultant and Design Professional to perform their respective duties and to accommodate any representatives of the Authority which the Authority may choose to have present on the job Site. The Consultant shall ascertain what temporary enclosures of building areas, if any, should be provided for and may be provided in order to assure orderly progress of the Work in periods when extreme weather conditions are likely to be experienced. The Consultant shall also be responsible for providing weather protection for Work in progress and for materials stored on Site.

3.2.2 Construction Phase Services.

a. The Consultant shall arrange for all job Site facilities, as required by the Authority and necessary to enable the Consultant and the Design Professional, to perform their respective duties and to accommodate any representatives of the Authority which the Authority may choose to have present on the job.

1. Tangible personal property, otherwise referred to as job Site facilities, include, but are not limited to such things as trailers, toilets, typewriters, computers and any other equipment necessary to carry on the Work. The method of acquiring such job Site facilities, which are planned to become the property of the Authority at the conclusion of the Work, shall be evaluated based on their cost over the life of the Project. Owning versus leasing shall be considered by the Consultant. The Consultant shall present its evaluation with recommendation to the Authority for approval.

2. When the Consultant wishes to supply job Site facilities from its own equipment pool, it shall first evaluate buy versus lease as discussed above. The Consultant must obtain at least three (3) lease proposals and, if leasing is found to be the least expensive approach, then it may lease such job Site facilities from its own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.

3. For all such job Site facilities purchased, which may become the property of the Authority at the conclusion of the Work, the Consultant shall maintain ownership responsibilities of such facilities until final acceptance of the Work. Reimbursement for the cost of such equipment will be made at the conclusion of the Work at the documented purchase price. At that time, the Consultant shall provide the Authority with a complete inventory for each unit of equipment. The inventory shall describe the equipment and identify the purchase price, serial number, model number and condition. Where said equipment has a title, said title shall be properly transferred to the Authority.

4. The Consultant is responsible for proper care and maintenance of all equipment while in its control. At the time of transfer to the Authority, the Authority may refuse acceptance of the equipment if the Authority determines, in its sole discretion, that the equipment has not been properly cared for by the Consultant or that such acquisition would not otherwise be in the best interest of the

Authority. In such event, the Consultant will not be reimbursed for such item as provided herein.

b. The Consultant's administration of the Work shall include the following:

1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.;

2. Maintain a roster of companies on the Project with names and telephone numbers of key personnel;

3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline; and

4. Provide labor relations management for a harmonious, productive Project.

c. The Consultant shall also provide job Site administration functions during Construction to assure proper documentation, including but not limited to the following:

1. Job Meetings: Conduct a pre-Construction conference with each Subcontractor after award of the subcontract and prior to the start of its portion of the Work. Hold weekly progress and coordination meetings, or more frequently if required by the Work progress, to provide for the timely completion of the Work. In addition, the Construction Manager/Consultant shall arrange and conduct regular monthly Project status meetings with the Design Professional and the Authority. The Consultant shall take minutes of the meetings, distribute, and maintain the originals. The Consultant shall use the job Site meetings as a tool for the preplanning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all parties to clearly understand. During these meetings, the Consultant shall identify the party or parties responsible for following up on any problems, delay items or questions, and the Consultant shall note the action to be taken by such party or parties. The Consultant shall revisit each pending item at each subsequent meeting until resolution is achieved. The Consultant shall attempt to obtain from all those attending the job Site meetings any problems or delaying event known to them for appropriate attention and resolution.

2. Shop Drawing Submittals/Approvals: Provide staff to review and approve shop drawings and other Submittals and to implement procedures for transmittal to the Design Professional

of such submittals for action, and closely monitor their review process.

3. Material and Equipment Expediting: Provide staff to closely monitor material and equipment deliveries, check and follow up on Supplier commitments for all Subcontractors and maintain a material and equipment-expediting log.

4. Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by Subcontractors for progress and final payments.

5. Document Interpretation: Refer all questions for interpretation of the Contract Documents to the Design Professional in writing.

6. Reports and Project Site Documents: Record and prepare written reports as described hereunder. Maintain these reports on the job Site and submit written reports to the Authority and the Design Professional, including information on Subcontractors' Work, and the percentage of completion. Keep a daily log available to the Authority, the Design Professional, and any permitting authority inspectors. All such reports shall be in 8 ½" x 11" or other convenient format. A bound copy of the complete narrative report shall be submitted to the Authority at the conclusion of the Project. The narrative reporting subsystem shall include the following reports:

a. A monthly executive summary which provides an overview of current and outstanding issues and pending decisions, primary party responsible for the decision, future developments and expected achievements, and any problems or delays, including code violations found by the permitting authority.

b. A monthly cost narrative describing the current Construction cost estimate and status of the Project.

c. A monthly scheduling narrative summarizing the current status of the overall Project Schedule. This report shall include an analysis of the various Project Schedules, a description of the critical path, and the analysis as necessary to compare planned performance with actual performance.

d. A monthly accounting narrative describing the current actual cost and payment status of the Project with supporting documents. This report shall relate current encumbrances and

expenditures to the budget allocations.

e. A monthly Construction progress report during the Construction phase summarizing the work of the various Subcontractors. This report shall include information from the weekly job Site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations programs, permits, Construction problems and recommendations and plans for the succeeding month.

f. A daily Construction diary during the Construction phase describing events and conditions on the Project Site.

7. Subcontractors Progress: Prepare periodic punch lists for Subcontractors' work including unsatisfactory or incomplete items and schedules for their completion.

8. Substantial Completion: Pursuant to the agreed upon Construction schedule, ascertain when the Work or designated portions thereof are ready for the Design Professional's interim inspections. From the punch lists of incomplete or unsatisfactory items prepared by the Consultant and reviewed and supplemented by the Design Professional, prepare a schedule for their completion indicating completion dates for the Authority's review.

9. Final Completion: Monitor the Subcontractors' performance on the completion of the Work and provide notice to the Authority and the Design Professional when the Work is ready for final inspection. Secure, review and certify compliance with the Contract Documents, then transmit to the Authority, through the Design Professional, all required guarantees, warranties, affidavits, releases, Bonds, waivers, manuals, record drawings, and maintenance books.

10. Start-Up: With the Authority's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the Subcontractors.

11. Record Drawings: The Consultant shall monitor the progress of its own forces and its Subcontractors on marked up field prints which shall be developed by the Consultant into the final record drawings. The Consultant shall provide the Project files and record drawings to the Authority and the

Design Professional or their designees for reference, review or copying.

d. The Consultant shall provide the following services with respect to the Work, to facilitate the smooth, successful and timely occupancy of the Project by the Authority:

1. The Consultant shall provide consultation and Project management to facilitate the Authority's occupancy of the Project and provide transitional services to place the Work "on line" in such conditions as will satisfy the Authority's operations requirements. The services include the Consultant's coordination of the delivery of the Authority supplied furniture, fixtures and equipment for the Project.

2. The Consultant shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the Authority in such a manner as to promote their usability. The Consultant shall provide the Authority's operations and maintenance personnel with operations and maintenance training with respect to the equipment and systems being provided as part of the Work. This training may be videotaped by the Authority for subsequent presentation to the Authority's operations and maintenance personnel.

3. The Consultant shall secure required guarantees and warranties, and shall assemble and deliver same to the Authority in the manner required by the Authority.

e. The Consultant shall assist the Authority in the preparation of procurement documents and procure all materials and services required for the Project. The Consultant shall solicit the interest of capable Subcontractors. The Consultant must make a genuine effort to stimulate interest in the Project and maximize participation of potential qualified Subcontractors in the selection process with emphasis placed on recruiting and using local, small and/or minority businesses. The Consultant shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; and make analysis as necessary to (i) determine and report on availability of labor, materials, equipment, potential Subcontractors and possible impact of any shortages or surpluses of labor or material, and (ii) in light of such determination, make recommendations and take action as may be appropriate with respect to long lead procurement, separation of Construction into Subcontractor packages, sequencing of work, use of alternative materials, equipment or methods, other economies in design or

Construction and other matters that will promote cost savings and completion within the schedule time. In this regard, the Consultant shall comply with the following with respect to all Subcontractors:

1. All Subcontractors shall be procured in accordance with the Authority's procurement policies and procedures.
2. All agreements with Subcontractors shall:
 - require each Subcontractor to be bound to the Consultant to the same extent Consultant is bound to the Authority by the terms of the Contract Documents, as those terms may apply to the portion of the Construction Work to be performed by the Subcontractor;
 - require the Subcontractor to indemnify and hold harmless the Authority, its officers, agents, directors, and employees, and instrumentalities as provided in this Agreement;
 - require a formal written agreement representing that the Authority is a third-party beneficiary of the subcontract, entitled to enforce any rights thereunder for their respective benefits, and that, subject to the terms of the applicable subcontract, the Authority shall have the same rights and remedies vis-a-vis such Subcontractors that Consultant shall have, including, without limitation, the right to be compensated for any loss, expense or damage of any nature whatsoever incurred by the Authority resulting from any breach of such subcontract by Subcontractor, any breach of representations and warranties, if any, implied or expressed, arising out of such agreements and any error, omission or negligence of such Subcontractor in the performance of any of its obligations under such subcontract;
 - provide that the Authority will be an additional indemnified party of the subcontract;

- require Subcontractor to maintain insurance in accordance with the Contract Documents;
- provide that the Authority will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers' compensation;
- require a provision that such subcontract shall be terminable for default or convenience upon ten (10) calendar days' prior written notice by Consultant, or, if the subcontract has been assigned to the Authority, by the Authority;
- provide a provision that neither Consultant nor such Subcontractor shall have the right to require arbitration of any disputes in those cases where the Authority (or its assignee) is a party;
- provide a provision that Subcontractor shall promptly notify the Authority (with a copy to Consultant) of any default of Consultant under the subcontract, whether as to payment or otherwise;
- provide a provision that Consultant and Subcontractor acknowledge that (i) it is entering into a contract for the Construction of a public work as contemplated in Chapter 255, Florida Statutes, and (ii) it has no right to file a Construction lien against the Work or the Project and agrees to include a similar requirement in any purchase order or subcontract entered into by Subcontractor;
- provide that Subcontractor shall comply with all applicable Laws and Regulations (including prompt payment) and the Authority requirements as set forth in the Agreement and maintain all files, records, and accounts of expenditures for Subcontractor's portion of the Work to the standards set forth in the Agreement.

- provide that the Authority may, at reasonable times, contact Subcontractor, after notice to Consultant, to discuss, or obtain a written report of Subcontractor's services, with Consultant entitled to be present during any such discussions; provided that in no event, prior to any assignment of the subcontract to the Authority, shall Subcontractor take instructions directly from the Authority;
- require that Subcontractor promptly disclose to the Authority and Consultant any defect, omission, error or deficiency in the Contract Documents or the Work about which it has knowledge;
- provide a provision that permits Consultant's rights and duties under the subcontract to be assigned, at the same price, to Authority's designee after termination of the agreement upon written notice thereof given by the Authority to both Consultant and Subcontractor;
- assign all warranties directly to the Authority, identify the Authority as an intended third-party beneficiary of the subcontract, and prior to the execution of the subcontract, provide copies of the Contract Documents to the Subcontractor who will at all times comply with the provisions of this Section. Pursuant to the Agreement, Consultant has conditionally assigned to the Authority all the rights, title and interest of Consultant in, to and under any and all subcontracts. The assignment is exercisable by the Authority, at its election, in the event that the Authority has exercised its right to terminate the Contract in whole or in part or to take control of, or cause control to be taken of, the Work, or any portion thereof. The Authority may reassign the subcontracts to another contractor or any other person or entity, and such assignee may exercise the Authority's rights in the subcontracts. Each Subcontractor shall, upon written notice that the Authority has exercised its

rights under the Contract Documents (or the portion thereof applicable to the materials or services being furnished by such Subcontractor), continue to perform all of such party's obligations, covenants and agreements under such subcontract for the benefit of the Authority. Each subcontract entered into by Consultant in connection with the Work shall contain the consent of each Subcontractor to the foregoing assignment and the agreement of each such Subcontractor that, upon written notice from the Authority, it has assumed the subcontract and exercised its rights under this Agreement or portion thereof applicable to the materials or services being furnished by such Subcontractor. Such Subcontractor, as so requested by the Authority, shall continue to perform all of such party's obligations, covenants and agreements under Subcontractor's subcontract with Consultant for the benefit of the Authority.

The Subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In addition, the Subcontractor shall assign and name a qualified employee for scheduling direction for its Work.

3. Consultant shall be fully responsible for all acts and omissions of its Subcontractors and of persons directly or indirectly employed by its Subcontractors and of persons for whose acts any of them may be liable to the same extent that Consultant is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and Authority or any obligation on the part of Authority to pay or to see the payment of any monies due any Subcontractor. Authority or Consultant may furnish to any Subcontractor evidence of amounts paid to Consultant on account of specific Work performed.

4. Consultant shall be required to comply with all Authority requirements for Subcontractor utilization reports.

5. Consultant agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Authority.

6. If Consultant requires a Subcontractor to obtain Performance and Payment Bonds, then such Bonds shall name the Consultant and the Authority as coobligees, shall cover all warranties and guarantees of the Subcontractor, and shall comply with all Bond requirements under this Contract. Subcontractor's Bonds do not relieve Consultant of its Bond requirements.

7. Consultant shall require all Subcontractor agreements to include a provision that they will indemnify and hold harmless the Authority, its officers, agents, director, and employees, and instrumentalities as herein provided.

f. The Consultant shall prepare and submit to the Authority for review and approval a Progress Schedule for the Project. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the Work. The Progress Schedule shall be updated monthly by the Consultant. All monthly updates to the Progress Schedule shall be subject to the Authority's review and approval. The Authority's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the Authority's obligation to pay the Consultant. Consultant shall submit the updates to the Progress Schedule with its monthly applications for payment.

3.3 Additional Services. As authorized or required by the Authority in a Work Authorization, Consultant shall also perform the following Additional Services:

a. Serve as the lead entity responsible for preparation of the Authority's annual budget, as directed by and in consultation and coordination with the Board and such other consultants as the Board may employ.

b. Serve as the lead entity responsible for the provision of comprehensive financial services to the authority, including financial management, accounting, auditing, payment processing, and record keeping services in accordance with GAAP and GASB requirements for government

accounting and applicable Florida law.

c. Provide comprehensive grant management, oversight, accounting, reporting, and tracking, and related grant services.

d. Provide such other additional services as may be specifically designated and authorized by the Authority in writing.

3.4 Modifications to Scope. The Authority reserves the right, in its sole discretion, to reduce the scope of services described in this Section 3.0, including the right to eliminate some or all of the services described herein from the scope of services to be provided by the Consultant. At the Authority's discretion, the Authority may assign some or all of the services described herein to other vendors, consultants, and employees.

4.0 Compensation

4.1 General

4.1.1 For the services provided by Consultant under this Contract, the Authority shall pay Consultant in accordance with the fee schedule set forth in Exhibit B, attached hereto, and within any approved Work Authorization, where applicable.

4.1.2 Invoices must reference the applicable Contract and Work Authorization (where applicable) and should further include Consultant's name, address, contact information, dates of service, quantities of materials and descriptions of work performed, as applicable.

4.1.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the Authority of correct, fully documented, invoice, in form and substance satisfactory to the Authority with all appropriate cost substantiations attached. All invoices shall be delivered to:

[TO COME]

4.1.4 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. This certifies that all services have been properly performed and all charges and costs have been invoiced to the Authority. Since this account will thereupon be closed, any and other further charges if not properly included on this final

invoice are waived by the Consultant.

4.1.5 Payment of the final invoice shall not constitute evidence of the Authority's acceptance of the work. For final acceptance of any services provided hereunder, the Consultant will submit an acceptance document to the Authority for approval.

4.1.6 If compensation is based upon time and materials, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by the Authority and, if so requested, shall be furnished by Consultant to the Authority's satisfaction.

4.1.7 Consultant shall attest to the correctness and accuracy of time charges and requested reimbursements.

4.2 Reimbursables

4.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement, if any, shall include copies of paid receipts, invoices or other documentation acceptable to the Authority Clerk. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Services described in this Agreement.

4.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with this Agreement, and include:

[TO COME]

4.2.3 Mileage shall be reimbursed in accordance with Section 112.061, F.S., and the Authority policy for pre-approved travel outside of Holmes or Washington County (excluding travel from home offices located outside of Holmes or Washington County to the Holmes or Washington County line).

4.2.4 All Reimbursable Expenses, including subcontractors, shall be reimbursed at cost.

4.2.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, F.S.

4.2.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the Authority upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Authority offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

4.2.7 Consultant shall maintain a current inventory of all such assets.

5.0 Insurance

5.1. 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.

5.2. 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.

5.3. 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 5.7 entitled "Required Insurance." Consultant shall require each of its subcontractors and subcontractors to procure and maintain, until the completion of that subcontractor's or subcontractor's work, insurance of the types and to the limits specified in paragraph 5.7, unless such insurance requirement for the subcontractor 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 subcontractors 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 5.7. 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.

5.4. 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.

5.5. 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.

5.6. 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.

5.7. 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 \$500,000 per person, \$500,000 per occurrence, \$25,000 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 \$300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 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 coverages 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.
- h. The Authority reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

5.8. 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.

6.0 Standard of Care

6.1 Consultant has represented to the Authority that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

6.2 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

6.3 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.

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

7.0 Indemnification

7.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the Authority and Consultant agree to allocate such liabilities in accordance with this Section.

7.2 Indemnification.

7.2.1 Consultant shall indemnify, defend (by counsel reasonably acceptable to the Authority) protect and hold the Authority, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of Consultant to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of Consultant, its sub-Consultants, agents, employees and invitees; provided, however, that Consultant shall not be obligated to defend or indemnify the Authority with respect to any such claims or damages arising solely out of the Authority's negligence.

7.2.2 The Authority's review, comment, and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions

of this Agreement.

7.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

7.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

8.0 Independent Contractor

8.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

8.2 The Authority shall have no right to supervise the methods used, but the Authority shall have the right to observe such performance.

8.3 Consultant shall work closely with the Authority In performing Services under this Agreement.

8.4 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 and shall have no right to speak for or bind the Authority in any manner.

8.5 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

9.0 Authority to Practice

9.1 The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

10.0 Compliance with Laws

9.1 In performance of the Services, Consultant will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria

and standards.

11.1 Subcontracting

11.2 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 subcontractor.

11.3 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the Authority. Failure of a sub-contractor to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

12.0 Federal and State Taxes

12.1 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.

12.2 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.

13.0 Public Entity Crimes

13.1 The Consultant understands and acknowledges that this Agreement with the Authority 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.

14.0 Authority's Responsibilities

14.1 The Authority shall be responsible for providing information in the Authority's possession that may reasonably be required by Consultant, including; existing reports, studies, financial information, and other required data that are available in the files of the Authority, Washington County, Holmes County and the City of Bonifay.

15.0 Termination of Agreement

15.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the Authority in the event of substantial failure by the Authority to perform in accordance with the terms of the Agreement through no fault of the Consultant.

15.2 This Agreement may be terminated by the Authority with or without cause immediately upon written notice to the Consultant.

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the Authority's satisfaction through the date of termination.

15.4 After receipt of a Termination Notice and except as otherwise directed by the Authority, the Consultant shall:

15.4.1 Stop work on the date and to the extent specified.

15.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the Authority.

15.4.4 Continue and complete all parts of the work that have not been terminated.

15.5 The Consultant shall be paid for services actually rendered to the date of termination.

16.0 Uncontrollable Forces (Force Majeure)

16.1 Neither the Authority nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

16.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have,

with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

16.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

17.0 Governing Law and Venue

17.1 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 Holmes or Washington County, Florida, or the United States District Court, Northern District of Florida located in Leon County, Florida.

18.0 Non-Discrimination

18.1 The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

19.0 Waive and Severability

19.1 A waiver by either the Authority or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement

20.1 The Authority and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Authority and Consultant pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.0 Modification

21.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both the Authority and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns

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

22.2. 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.

23.0 Contingent Fees

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

24.0 Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the Authority determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside Consultants. The Authority shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 Ownership of Documents

25.1 Consultant shall be required to cooperate with the Authority and other consultants retained by the Authority relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the Authority for its use and/or distribution as may be deemed appropriate by the Authority. Consultant is not liable for any damages, injury or costs associated with the Authority use or distribution of these documents for purposes other than those originally intended by Consultant.

25.2 Consultant shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

25.2.1. Keep and maintain public records required by the Authority in order to perform the Scope of Services described herein.

25.2.2. 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.

25.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the Consultant does not transfer all records to the Authority.

25.2.4. 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.

25.2.5. 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: WENDY WHITE, WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS 1331 SOUTH BOULEVARD CHIPLEY, FL 32428, 850-415-5151, WWHITE@WASHINGTONFL.COM

26.0 Access and Audits

26.1 Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. The Authority shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the Clerk or Auditor to the Authority shall result in the recovery of any resulting overpayments. The Authority's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs

and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent Federal-Express or by Certified Mail, postage prepaid as follows:

As to the Authority: Evan J. Rosenthal, Esq.
1500 Mahan Dr.
Suite 200
Tallahassee, FL 32308

As to Consultant: [TO COME]

The parties may designate additional persons for receiving notices, demands, communications, or requests pursuant to this section upon providing written notice to the other party as provided above.

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of Consultant and the Authority.

28.0 Service of Process

As to the Authority: Current Chair of the Authority

As to Consultant: [TO COME]

29.0 Key Personnel

29.1 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:

30.0. Appropriations

30.1 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.

30.2 Consultant agrees and acknowledges that all funding for the Services outlined in Section 3.0 hereof is to be provided pursuant to the following grant awards: (1) two State Funded Grant Agreements in the combined amount of \$1,000,000 pursuant to chapter 2017-70, Laws of Florida, administered by the Florida Department of Transportation; 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. As such, all payments due to Consultant under this Agreement are dependent and contingent on the Authority's or Washington County's receipt of such grant funds.

31.0 Liquidated Damages

31.1 The parties hereto agree that liquidated damages will be assessed against the Consultant for Consultant's failure to meet the final deliverable date in the performance schedule in Section 3.0 of this Agreement at a rate of \$250 per day.

32.0 Grant Conditions

32.1 In performing the work or services to be performed under this Agreement, Consultant shall ensure compliance with all applicable terms and conditions contained in the grant agreements referenced in Section 30 hereof.

33. Multiple Counterparts

33.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

(Signature Page Follows)

**HIGHWAY 79 CORRIDOR AUTHORITY
BOARD OF DIRECTORS**

Attest:

By: _____,

By: _____,
Tray Hawkins, Chairman

Date Approved: _____

Attest:

By: _____
Corporate Secretary

a _____ Corporation

By: _____

[Print Name]

[Print Name]

DATE: _____

[Title]

SEAL

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)

EXHIBIT A
ADDITIONAL SERVICES AUTHORIZATION FORM

Work Authorization No. ____
RFQ 19-01

Professional Services Agreement Between

the Hwy 79 Corridor Authority

and

(Insert Management Firm)

A. SUMMARY OF ADDITIONAL SERVICES TO BE RENDERED

This work authorization addresses the following services:

[TO COME]

B. PROJECT COST:

PROJECT: XX XXX

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

LUMP SUM FEE: \$

or

HOURLY 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.

APPROVED BY:

For the Authority

Consultant

Print Name:

Print Name:

Dated this ____ day of _____, 201X.

EXHIBIT B
FEE SCHEDULE

[TO COME]