COOKS LANDING ROAD SCOP

CONSTRUCTION ENGINEERING SERVICES (CEI)

REQUEST FOR PROPOSALS

INFORMATION PACKAGE

Bid # 20-08

FDOT FPID #: 440638-1-34-01

Gadsden County Board of County Commissioners

1284 Highbridge Road

Quincy, FL 32351

This Entire Package is for Convenience Only and to Assist in Filling Out the Proposal.
Do Not Return with Your Proposal

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GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS
Bid #20-08
FDOT FPID NO. 440638-1-34-01

The Gadsden County Board of County Commissioners is seeking Construction Engineering and Inspection services for the Cooks Road resurfacing project. The scope of this project will include the CEI services for the Cooks Landing Road resurfacing project as identified in the County's Local Agency Participation contract with the Florida Department of Transportation (FDOT). Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

Work Types: 10.1 – Roadway Construction Engineering Inspection
Response Deadline: Friday April 3, 2020 at 10:00 A.M. ET.
Opening Date: Friday April 3, 2020at 10:00 A.M. ET

This project is state funded with assistance from the FDOT and the Federal Highway Administration (FHWA). By submitting a proposal, the Consultant certifies that they are in compliance with FDOT Procedure No. 375-030-006 (Restriction on Consultants Eligibility to Compete for Department Contracts) and that no principle is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency. Information regarding the proposal can be obtained at Gadsden County Management Services Department, 5-B East Jefferson Street, Quincy, FL 32351 and on the County's Web Site at www.Gadsdencounty.gov.In order to ensure a fair, competitive, and open process, once a project is advertised for Letters of Qualifications, all communications between interested firms and the County must be directed to
Lisa A. Robinson, Interim Public Works Director at (850) 875-8672 or lrobinson@gadsdencountyfl.gov

Information regarding the RFQ can be obtained at the Management Services Office, 5-B East Jefferson Street, Quincy, FL 32351 and on the County's website http//www.gadsdengov.net. For a complete scope of services, contact Shelia Faircloth in writing at sfaircloth@gadsdencountyfl.gov

If interested, qualified Consultants are required to submit the original and three (3) copies of the letter of response to the Management Services Department, 5-B East Jefferson Street Quincy, FL 32351 by the response deadline.

Please indicate on the envelope that this is a sealed proposal for the "RFQ Bid #20-08 – Cooks Landing Road Resurfacing Project CEI Services".

PART I – GENERAL INFORMATION

The Gadsden County Board of County Commissioners is seeking CEI services for the Cooks Landing Road resurfacing project. Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

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If interested, qualified Consultants are required to submit the original and three (3) copies of the letter of response to Gadsden County Management Services Dept., 5-B East Jefferson Street Quincy, FL 32351 by the response deadline. All letters of response shall be sealed.

PART II – PROPOSAL PREPARATION INSTRUCTIONS

The Letter of Response shall be signed by an authorized representative of the firm. All information requested must be sealed when submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters which are substantially incomplete or lack key information may be rejected by the County at its discretion. The selection of the short-listed firms will be based on the information provided in the submittal.

Information submitted with the letter of response should include documentation to demonstrate the firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to present a clear understanding of similar past projects, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short list the firms. On-site presentations and/or interviews may be requested of a short list of three or more firms. Once all reviews are complete, the shortlisted firms will be ranked by the selection committee with the top ranked firm being presented to the Board for approval. Negotiations will follow pending Board approval and FDOT approval.

All prospective submitters are hereby cautioned not to contact any County Commissioner member or any member of the Selection Committee after submittals are opened nor attempt to persuade or promote through other channels until notification that the Selection Committee has arrived at a recommendation of the most qualified firms. Until notification is received, all contacts shall be channeled through Lisa A. Robinson, Interim Public Works Director, at lrobinson@gadsdencountyfl.gov Failure to comply with these procedures will be cause for disqualification of the firm's proposal.

The Local Agency of Gadsden County hereby notifies all firms that it will affirmative ensure that any contract entered pursuant to this advertisement and any DBE will be afforded full opportunity to submit proposals in response to this information. The contractor, sub recipient or subcontractor shall not discriminate based on race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.
The County shall comply with the Local Government Prompt Payment Act in accordance with Florida Statutes Chapter 218 and the Public Records Act in accordance with Florida Statues Chapter 119.

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider the following factors:

SUBMITTAL REQUIREMENTS

The proposer shall submit the original and three (3) paper copies with all supporting documentation as described below (maximum of 20 pages total):

1. LETTER OF RESPONSE

Letter of response prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually should at a minimum include the following information:

a. Project name/FDOT Financial Management Number and RFQ Bid #20-08
b. Consultant's name and address
c. Proposed responsible office for Consultant
d. Contact person, phone number, and internet email address
e. Indication as to whether the prime firm and/or sub-consultants are disadvantaged business enterprises (DBE)

2. SCORING FACTORS (max score 100)

- **Organization and Staffing (25 Points):** Identify the roles and responsibilities of the proposed key personnel and include everyone's experience and qualifications. Identify subconsultant(s) that may be used for the project. Include resumes for each team member involved with the project.
- **Experience of the firm & References (25 Points):** Demonstrate experience in other projects of similar scope of work and complexity. A reference list for each project is required including the name of client contact familiar with the project, project name, telephone number and/or email address, brief description of the project, actual cost and project length.
- **Availability of workload & willingness to meet time requirement (20 Points**): Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with notice to proceed and ending with final plans and specifications submittal.
- **Project Approach and Understanding of Critical Issues (30 Points**): Explain the project approach. Provide a list of known critical issues and methods of how they will be addressed. Describe the firm quality control process and how it is conducted with the team.

3. OTHER STATEMENTS, FORMS AND DOCUMENTATION

a. Certificate of Insurance as described under the INSURANCE section for:
   i. Workers Compensation Coverage
   ii. General, Automobile and Excess or Umbrella Liability Coverage
   iii. General Liability Coverage - Occurrence Form Required
   iv. Business Auto Liability Coverage
   v. Excess or Umbrella Liability Coverage
   vi. Professional Liability

b. Proof of Licenses/Certifications

Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida.

Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at: http://ccfcorp.dos.state.fl.us/index.html.

c. FDOT Prequalification Letter: 10.1 – Roadway Construction Engineering Inspection
d. E-Verify

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

e. Public Entity Crimes Statement
f. Drug-Free Workplace Certification
g. Truth in Negotiation Certification (FDOT Form #375-030-30)
h. Conflict of Interest Certification (FDOT Form #375-030-50)
I. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
j. Certification of Disclosure of Lobbying Activities on Federal Aid Contracts (FDOT Form #375-030-33 and if necessary #375-030-034)

LENGTH OF SERVICE

The Consultant's CEI services shall begin upon written Notice to Proceed (NTP) by the County. It is anticipated that the NTP will be issued by April 22, 2020. It is projected that all work will be completed December 31, 2020

INSURANCE

The Consultant shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings' may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that all its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor. The County does not represent
these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance

policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage: The Consultant shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13) (d) and 440.10(1)(g) Florida Statutes. Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage: The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office. Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.
General Liability Coverage - Occurrence Form Required: Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (X,C,U) exposures.

Coverage B shall include personal injury. Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage: Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage: Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.
Professional Liability: $1,000,000 per occurrence minimum limit.

PART III – SCOPE OF SERVICES

The services sought are CEI services for the Resurfacing and Widening of Cooks Landing Road. The project will begin at State Road 267 and continue to the dead end of the roadway.

A. Scope of Services

1. Preconstruction Conferences: Conduct and schedule the Preconstruction Conference with the Owner, FDOT (herein called the Department), contractor and any other pertinent personnel/company. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting. Provide Contractor a list of all forms and reports due, when they should be submitted and to whom.

2. Progress meetings: Prepare the agenda, attend, and conduct meetings with the Department personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies. Attend Board of County Commissioners meetings as necessary.

3. Project Administration: Provide project administration and coordinate with the assigned Department Project Engineer. Prepare for and attend, when requested, any periodic or in-depth FDOT inspections that may be conducted on the project related to project work, progress or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Prior to starting work, submit to the Liberty County Clerk of Court a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the Department Project Engineer and be available at any time in the case of an emergency on the project. The Project Administrator shall also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

4. Provide Construction Inspection: Provide effective and qualified inspection services. All field technicians must be certified in the applicable FDOT certification workshops.

5. Supplemental Agreements/Construction Change, Force Account, VECP: Notify the Department Project Engineer of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the Department Project Engineer. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the Standard Specifications and recorded on forms supplied by the Department. Submit Value Engineering Change Proposals to the Department Project Engineer for analysis and distribution to the appropriate division(s). Develop change orders as approved by the Department and present to the Board of County Commissioners for their approval.

6. Shop Drawings: Will review and sign off on all shop drawings prior to the Contractor submitting them to the appropriate Vendor.

7. Reporting: It shall be the responsibility of the Consultant awarded this contract to ensure that any and all reporting required by the Florida Department of Transportation (FDOT).

8. Quality Assurance, Testing for Acceptance, and Training: Monitor the testing provided by the contractor in the field as defined in the Contract, Plans or Specifications and monitor documentation of testing by the contractor. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information with a recommendation for remediation to the County and Department. Certifications of material submitted by the contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted to the Department will also be reviewed for completeness and conformance to the Department's standard form of submission

9. Progress Payments: The Consultant will document and accurate quantities for Monthly Progress Payments. Test reports will be on file prior to payment. Department Project Engineer must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications.

10. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections will be submitted by the Consultant to the Department Project Engineer for processing.

11. Distribution of Correspondence: A copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project shall be maintained in an office file copy for submission with the project Final Records to the County.

12. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record all quantities for payment. These quantities and field measurements shall be recorded in the project records. The records will be recorded on a standard form (field book) approved by the County. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on weekly approved forms. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the County or Department. Prepare an accurate daily diary, signed by the inspector, consisting of:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, estimated amount of precipitation and average temperature. A total rain day schedule should be kept.
- Any other details that may be important later in the project life

13. Reports: There are numerous reports, documents, etc., that must be generated in the process of contract administration. A copy (electronic and paper) will be provided to the Department prior to

construction, on a weekly basis or as needed. Any questions regarding the requirements can be forwarded to the Department

Project Engineer for clarification at any time.

14. Final Records: Submit a compilation of project records to the County and Department (if necessary) after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms with the final records.

15. Project Claims: Prepare documentation and assist in the defense of the County and Department, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

16. Project Certification: Upon satisfactory completion of the project by the Contractor and in compliance with the required submittals, testing and documentation, submit written certification of compliance to the Department on behalf of the County.

B. Compensation

Method of compensation is outlined in the professional services contract between the Gadsden County Board of County Commissioners and the Consultant.

The finished product will result in FDOT approved plans and specifications and bid documents in both hard copy and electronic versions ready for project bidding and construction during the following fiscal year. Services provided by the Consultant shall comply with all aspects of the Gadsden County's Agreement with the Florida Department of Transportation identified as FPID # 440638-1-34-01.

PART IV – EVALUATION OF PROPOSALS

EVALUATION METHOD AND CRITERIA

All proposals will be subject to review and an evaluation process. All proposers responding to the Request for Proposals (RFP), who meet the requirements, will be ranked in accordance with the criteria established in these documents. The County will consider all responsive and responsible proposals received.

Proposals shall include all of the information solicited in this RFQ, and any additional data that the consultant deems pertinent to the understanding and evaluating of the proposal. Each proposer will be ranked based on the criteria herein addressed.

Proposals will be reviewed by the selection committee and evaluated based on the format and content outlined in this proposal as follows:

Evaluation Criteria	Points
Organization and Staffing	25
Experience of the firm & References	25
Availability of workload & willingness to meet time requirement	30
Project approach and understanding of critical issues	20
Total	100

SELECTION

The selection committee will review, evaluate and rank the proposals submitted by all responsive and responsible firms based on the criteria above. The top ranked firm will be recommended to the Board of County Commissioners for approval on April 21, 2020. Should a tie occur, an alternate committee member would be asked to evaluate the firms based on the submitted proposals. The alternate score will be the tiebreaker.

If the Board of County Commissioners concurs with the selection committee, the firm name with the required selection documentation will be forwarded to FDOT for approval of the selected firm. Should FDOT concur with the Board's recommendation, contract price negotiations will begin between the selected firm and Gadsden County.

Gadsden County shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by online posting. The notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

PART IV – PROCUREMENT AND CONTRACT SCHEDULE

The anticipated schedule for this project is as follows:

Proposal Advertised & Posted on Website	March 19, 2020
Deadline for Questions	April 29, 2020
Proposal Due	April 3, 2020
Review Committee Scores Due	April 10, 2020
Final Scores & Ranking Submitted to FDOT for Review	April 10, 2020
Rankings Presented to BOCC for Selection and Approval to begin Negotiations	April 21, 2020
Contract Negotiations	April 22, 2020
Finalize / Execute Agreement	April 22, 2020
Issue Notice to Proceed	April 22, 2020
30% Plans Submittals	N/A
60% Plans Submittals	N/A
90% Plans Submittals & Draft Bid Documents	N/A
Final Inspection and Construction Complete	December 31, 2020

ATTACHMENT A

AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM PROJECT

THIS AGREEMENT (the "Agreement") is made as of the ____ day of _____, 2020 (the "Effective Date"), by and between Gadsden County, a political subdivision of the State of Florida, whose address is 9 East Jefferson Street, Quincy, FL 32351 (the "County") and_____, a Florida corporation authorized to transact business in the State of Florida, whose address is _____ (the "Contractor").

WHEREAS, the County has been awarded funding under the Florida Department of Transportation ("FDOT") Small County Outreach Program ("SCOP") the Cooks Landing Road Resurfacing Project, FPN: 440638-1-34-01 (the "Project"), as more specifically set forth in the SCOP Agreement (including all attachments and exhibits, the "SCOP Agreement") attached hereto and by reference incorporated herein and made a part hereof for all purposes;

WHEREAS, the County has the authority to contract with professionals in the performance of the SCOP Agreement;

WHEREAS, the County has competitively bid the construction engineering and inspection (CEI) services required for the Project under the SCOP Agreement, and has met the requirements of the Consultants' Competitive Negotiation Act in section 287.055, Florida Statutes, as amended;

WHEREAS, the County has awarded the CEI services required for the Project to the Contractor;

WHEREAS, this Agreement is intended to define the terms under which the Contractor shall provide CEI services to the County for the Project under the terms of the SCOP Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree as follows:

1. **INCORPORATION OF RECITALS AND ATTACHMENTS.** The parties expressly incorporate the recitals of this Agreement as a part hereof for all purposes. The parties also expressly incorporate the SCOP Agreement and Program Requirements, Form FHWA-1273, Gadsden County Request for Proposals No. 20-04 and Contractor's Proposal in response to Gadsden County Request for Proposals No. 20-04. In the event of any inconsistency, the SCOP Agreement and Program Requirements and Form FHWA-1273 shall control, followed by the body of this Agreement, RFP No. 20-04 and Contractor's Proposal in response to RFP No. 20-04. The Contractor is expressly bound by the terms of this Agreement, including all attachments and exhibits, and all applicable State and Federal laws, rules and regulations. The terms of this Agreement, including all attachments and exhibits, and all applicable State and Federal laws, rules and regulations, shall be incorporated into all subcontracts and lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor.

2. **SERVICES AND PERFORMANCE.** The Contractor agrees to provide the following services to the County: CEI services in connection with the Project pursuant to and in accordance with the terms of this Agreement, including all attachments and exhibits, and all applicable State and Federal laws, rules and regulations, subject to the following conditions. The Contractor shall be responsible for completion of all CEI services related to the Project to the satisfaction of the County and FDOT as set forth above.

A. The Contractor shall execute and be bound by all documents in such form and substance as the County or FDOT may require for the County and the Contractor to comply with the terms and conditions of the terms of this Agreement, including all attachments and exhibits, and all applicable State and Federal laws, rules and regulations. Such documents may impose reasonable material covenants, terms, conditions, obligations, and other requirements of the Contractor in addition to, but not inconsistent with, those set forth herein.

B. The Contractor shall perform all services in accordance with the schedule set forth in RFP No. 18-08 and in the SCOP Agreement, and shall promptly notify the County of any delays or anticipated delays in the performance of such services.

C. All services will be performed by the Contractor to the satisfaction of the Gadsden County Administrator, or assign, who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof; and the decision upon all claims, questions, and disputes will be final and binding on the parties hereto.

D. In the performance of professional services, the Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar locations. The Contractor shall use due care in performing its services and will have due regard for acceptable engineering standards and principles. The Contractor's standard of care shall not be altered by the application, interpretation, or construction or any other provision of this Agreement.

E. All plans, proposal developments, materials, computer files and/or reports prepared or obtained for the County under this Agreement will be considered works made for hire and will become the property of the County without restriction or limitation on their use and will be made available, upon request, to the County at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the County of said document(s), the County will become the custodian thereof. The Contractor will not copyright any materials.

F. The Contractor shall be responsible for all reports and records required under the terms of the SCOP Agreement. The Contractor shall provide to the County all reports and records required by the SCOP Agreement in accordance with the schedule established by the SCOP Agreement or otherwise by FDOT. In addition, written updates will be provided to County staff on a monthly basis and presentations will be made before the Gadsden County Board of Commissioners when requested by the County Administrator or assign/designee.

G. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a supplemental agreement covering such work and compensation. Reference herein to the Agreement will be considered to include the supplemental agreement.

H. The Contractor shall permit, and shall require its subcontractors to permit, the County or FDOT to inspect all work, workmanship, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.

3. **TERM.** The term of this Agreement shall commence upon execution by both parties and shall expire at the expiration of the SCOP Agreement unless earlier terminated in accordance with the terms of this Agreement or the SCOP Agreement or extended by written amendment or supplemental agreement. All services shall be performed in accordance with the schedule set forth in and during the term of the SCOP Agreement. No payment shall be made for any services which are not performed in accordance with the schedule set forth in and during the term of the SCOP Agreement, unless an extension is granted by written amendment or supplemental agreement.

4. **COMPENSATION.** The Contractor agrees that it shall receive payment for services performed upon satisfactory completion of the services, as determined by the County Administrator and FDOT, subject to the following conditions.

A. The County agrees to pay the Contractor the total sum of $_____ for the services performed. Payments shall be made in four equal installments of $_____ upon satisfactory completion of: 30% Plans Submittal; 60% Plans Submittal; 90% Plans Submittal; and Final Plans and Completed Bid Documents Submittal. The Contractor shall be responsible for all expenses related to services provided under this Agreement and shall not be reimbursed for any expenses whatsoever.

B. The Contractor must provide the specific deliverables and/or perform the specific services required under this Agreement and the SCOP Agreement to the satisfaction of the County and FDOT before any scheduled payment becomes due. The Contractor shall not be entitled to any scheduled payment before the corresponding work is completed to the satisfaction of the County and FDOT.

C. The payments under this Agreement are funded solely with the funds awarded to the County for the completion of the Project under the SCOP Agreement. The performance of Gadsden County of any of its obligations under this Agreement shall be subject to and contingent upon the appropriation of funds for the completion of the Project under the SCOP Agreement and the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the proposal requirements, and the County shall not be liable for any amounts which are not so available. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which

are not available for lawful expenditure. The County's disbursement of funds which were not budgeted or otherwise available for lawful expenditure shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.

D. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post audit thereof.

E. Any adjustments to compensation due to changes in the scope of the services rendered because of any changes in the work must be approved by supplemental agreement covering such work and compensation

F. Payment of approved bills submitted in accordance with the terms hereof shall be due and made in accordance with the Local Government Prompt Payment Act in section 218.70 et seq., Florida Statutes.

G. Records of costs incurred shall be maintained and made available to the County and FDOT upon request at all times during the term of this Agreement and for five years after final payment for the work pursuant to this Agreement is made. Copies of all documents and records shall be furnished to the County and FDOT upon request.

H. Records of costs incurred shall include the Contractor's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary and proper by the County for a proper audit of Project costs.

I. The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Agreement and the SCOP Agreement for a period of at least 7 years after the work is completed, and shall allow the County and the FDOT access to such records upon request.

J. The Contractor shall not be entitled to any fringe benefits in connection with services performed under this Agreement.

5. **INDEMNITY AND PAYMENT FOR CLAIMS.**

A. LIABILITY; INDEMNIFICATION; HOLD HARMLESS. The Contractor shall be liable for all damages caused by or resulting from the breach of this Agreement by the Contractor or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, related to the performance of this Agreement. The Contractor agrees to indemnify, defend and hold harmless FDOT and the County, their officers, employees, attorneys, and agents from and against all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor in the performance of this Agreement, including but not limited to costs and reasonable attorneys' fees, whether or not there is litigation and including those incurred on appeal. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. Whether it elects to defend itself of allow the Contractor to provide the defense, the County shall

have the right to select the counsel of its choice to provide the defense and the Contractor shall be responsible for all costs and reasonable attorneys' fees incurred in the defense, whether or not there is litigation and including those incurred on appeal. The indemnity obligations of the Contractor under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, FDOT and the County do not intend and in no way waive any sovereign immunity rights that they possess.

The Contractor agrees that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

B. PAYMENT FOR CLAIMS. Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any subcontractor, in connection with the services provided under this Agreement, and Contractor shall be solely responsible for payment of all such claims. Final acceptance and payment does not release the Contractor from its obligations hereunder.

6. **COMPLIANCE WITH LAWS.**

A. The Contractor and any subcontractors shall comply with all federal, state and local laws, rules, regulations, and ordinances applicable to the work or payment for the work, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

B. All final plans, documents, reports, studies, and other data prepared by the Contractor shall bear the professional's seal and signature in accordance with law.

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

D. The Contractor shall allow public access to all documents, papers, letters, and other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement.

E. The Contractor and its employees shall be bound by the standards of conduct provided in the applicable Florida Statutes and rules of the Department of Business and Professional Regulation as they relate to the work performed under this Agreement.

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

G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

H. No member, officer, or employee of the County or of the locality during his tenure or for two years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

I. Throughout the duration of this Agreement, the Contractor will serve as an independent contractor of the County. As such, the Contractor will obey all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations.

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

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage (Non-owned, Hired Car).

3. Workers' Compensation and Employers' Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's

Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

4. Professional Liability: All types necessary to protect the County from any professional liability arising under this agreement with a minimum $1,000,000 liability unit. The deductible shall not exceed $25,000 and if greater than $1,000 must be guaranteed by the Contractor for the difference between the deductible and $1,000. The professional liability insurance coverage for the services provided under this Agreement shall be maintained in force from the effective date of the contract through at least one year following the actual completion of the provision of any services under the terms of this Agreement.

The Contractor shall provide evidence of the insurance and the evidence shall provide for thirty (30) days' notice in writing to the County prior to cancellation, expiration, or non-renewal.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, 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.

C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. **SUBJECT TO FUNDING.** This Agreement is subject to funding from FDOT under the SCOP Agreement. In the event that FDOT does not disburse funds to the County for any reason, including a default under the terms of the SCOP Agreement, the County will have no obligation to disburse any funds for any reason. In the event that FDOT terminates funding for the Project under the SCOP Agreement, this Agreement will automatically terminate. In addition, this Agreement is subject to the amounts budgeted by the County as amounts available for expenditure during the current fiscal year. The County shall not be liable for any amounts for which an appropriation is not made by any entity for any reason. Nothing herein will prevent the County from entering into contracts for periods exceeding one year, but any such contract shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. The County's disbursement of funds which were not available for disbursement shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.

9. **RETURN OF FUNDS.** In the event that FDOT requires the repayment of any funds disbursed under the SCOP Agreement for any reason, the Contractor shall be solely responsible for the repayment of all such funds. This obligation shall survive the termination and expiration of this Agreement.

10. **SURETY BOND.** The Contractor shall maintain a bond on behalf of the County in the full amount of the funding under the SCOP Agreement. The bond shall be issued by a company authorized to issue bonds in the State of Florida, and approved by the County. The County shall be entitled to recover from the bond any damages incurred as a result of the Contractor's default under or non-performance of the this Agreement or the SCOP Agreement.

11. **SUBCONTRACTORS.** The Contractor will maintain an adequate and competent professional staff so as to enable the Contractor to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the County, other than those costs negotiated within the limits and terms of this Agreement. All subcontractors and other persons retained by the Contractor to perform any work under this Agreement shall be the Contractor's agents, and the Contractor shall be fully responsible for satisfactory completion of all such work. The Contractor, however, will not sublet, assign or transfer any work under this Agreement to other than subcontractors specified in the Agreement without the written consent of the County.

12. **TERMINATION AND DEFAULT.**

A. This Agreement may be terminated by the County in whole or in part at any time, with or without cause. Termination by the County without cause or for convenience shall not constitute a default hereunder and shall not subject the County to any penalty or claim for damages. The County also has the right to terminate this Agreement for cause, including but not limited to, the Contractor's default or failure to perform hereunder, or the Contractor's voluntary or involuntary bankruptcy or in the event an assignment is made for the benefit of creditors. This Agreement may be terminated by the Contractor only by mutual consent of both parties.

B. If the County determines, in its sole discretion, that the performance of the Contractor is not satisfactory, the County shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the County.

C. If the County decides to terminate this Agreement for reasons other than unsatisfactory performance of the Contractor, the County shall notify the Contractor of such termination, with instructions as to the effective date of termination, or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed. All work in progress will become the property of the County and will be turned over promptly by the Contractor.

E. The County may issue a verbal or written Stop Work order to the Contractor at any time, and the Contractor shall immediately cease all performance under this Agreement until otherwise instructed. The Contractor shall have no claim for delay or other damages associated with the Stop Work order and shall be compensated only for services performed to the satisfaction of the County.

F. The County may elect, in its sole and absolute discretion, to enforce this Agreement and exercise any and all remedies available under applicable law. Neither a delay in exercising a remedy, nor the exercise of remedies in any particular order, shall be deemed an election of a single remedy or a waiver of any remedy or right by the County.

13. **AUDITS, RECORDS, AND RECORDS RETENTION.**

For the services performed under this Agreement, the Contractor shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature incurred by the Contractor in connection with the services performed under this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK OF COURTS, 10 E. JEFFERSON ST., QUINCY, FL 32351, (850) 875-8612, clerkofcourt@gadsdenclerk.com.

The Contractor must comply with the public records laws, Chapter 119, F.S.; specifically the Contractor shall:

a. Keep and maintain public records required by the County to perform the service.
b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
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 and following completion of the Agreement if the Contractor does not transfer the records to the County.
d. Upon completion of the contract, at the County's sole and absolute discretion, either transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain the public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

The County shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement. However, notwithstanding the above, no

books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

14. **CONFIDENTIAL INFORMATION.** The Contractor shall not, at any time during or following expiration or termination of its engagement hereunder (regardless of the manner, reason, time or cause thereof) directly or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of the County any trade secrets or confidential information as determined by the County in writing.

15. **COVENANTS.** The Contractor agrees to (a) faithfully and diligently do and perform the acts and duties required in connection with its engagement hereunder, and (b) not engage in any activity which is or likely is contrary to the welfare, interest or benefit of the business now or hereafter conducted by the County.

16. **BINDING EFFECT.** This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

17. **ASSIGNMENT**. The Contractor shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the County.

18. **NOTICES.** All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or sent by facsimile transmission, addressed as follows:

A. If to the Contractor, addressed to:

_____
Attention: _____
_____
_____

B. If to the County, addressed to:

Gadsden County Administration
Attention: County Administrator
9-B East Jefferson Street
Quincy, FL 32353

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

19. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with Florida law.

20. **VENUE.** Venue in any legal action related to this Agreement shall be in Gadsden County.

21. **ENTIRE AGREEMENT.** This Agreement, including all attachments and exhibits, which are incorporated herein, constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this Agreement. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

22. **CONTRACTUAL RELATIONSHIP.** The relationship between the County and the Contractor is such that the Contractor shall be independent contractor for all purposes. Neither the Contractor nor any agent or employee thereof shall be an agent or employee of the County for any reason. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Contractor and the County, or between the County and any other party, or cause the County to be liable or responsible for in any way for the actions, liabilities, debts, or obligations of the Contractor or any other party.

23. **TRUTH-IN-NEGOTIATION CERTIFICATE.** The Contractor hereby certifies that wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year after the expiration of this Agreement.

24. **CONFLICT OF INTEREST.** The Contractor hereby certifies that it shall completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with the performance of this Agreement which it believes that any officer, employee, or agent of the Contractor now has or will have. Such disclosure shall be made contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Contractor.

25. **MISCELLANEOUS.**

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in either gender shall extend to and include the other gender.

B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

C. This Agreement may be amended, modified or supplemented only by a written instrument executed by all of the parties.

D. In the event either party seeks to enforce any or all of the terms of this Agreement, the party which prevails by order, judgment, stipulation, decree, settlement, voluntary action or otherwise, shall receive all reasonable attorneys' fees, costs, any other expenses, whether or not there is litigation, and whether any such litigation is judicial or administrative, including any appeals, from the losing party.

E. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement by the parties hereto may be evidenced by the transmission of facsimile or electronic pdf copies.

F. Paragraph headings used herein are for convenience only and shall not be construed as controlling the scope of any provision.

G. This Agreement has been duly authorized by all necessary action.

26. **TERMS FOR FEDERAL-AID CONTRACTS.**

The following terms apply to all contracts in which it is indicated in the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the County and FDOT relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.

C. Compliance with Regulations: The Contractor shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County, FDOT, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County, FDOT, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it or the FDOT, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. withholding of payments to the Contractor under the contract until the Contractor complies and/or

2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation of Provisions: The Contractor will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the County, FDOT, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

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

K. Participation by Disadvantaged Business Enterprises: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any subconsultant or contractor.

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

M. It is understood and agreed that if the Contractor at any time learns that the certification it provided the County in compliance with 2 CFR, Part 180, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the County. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.

N. The County hereby certifies that neither the Contractor nor the Contractor's representative has been required by the County, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

The County further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK –

SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of, though not necessarily executed on, the Effective date.

Signed, sealed, and delivered
in the presence of:

_____
(1st Witness Signature)

_____
(1st Witness – Printed Name)

_____
(2nd Witness Signature)

_____
(2nd Witness – Printed Name)

_____
_____., a Florida corporation authorized to transact business in Florida

_____
By: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, as President of _____, a Florida corporation authorized to transact business in Florida, on behalf of said company. Such person: ( ) is personally known to me; ( ) produced a current driver's license as identification; or ( ) produced _____ as identification.

_____
(Signature of Notary Public)

(Notarial Seal)

_____
(Typed or Printed Name of Notary Public)

ATTEST: GADSDEN COUNTY CLERK OF COURT

_____
NICHOLAS THOMAS

APPROVED AS TO FORM FOR RELIANCE BY GADSDEN COUNTY ONLY: GADSDEN COUNTY ATTORNEY

_____
Clayton Knowles, Attorney

GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida

_____
Anthony Viegbesie, PhD
Chairperson, Gadsden County Board of County Commissioners