

**ARCHITECTURAL, ENGINEERING, AVIATION
PLANNING & CONSTRUCTION SERVICES**



PROPOSAL #: AP 64-13

PROPOSAL DUE: NOVEMBER 1, 2013 @ 4:00 P.M.

**REQUEST FOR PROPOSAL/QUALIFICATIONS FOR
ARCHITECTURAL, ENGINEERING AND AVIATION PLANNING
SERVICES FOR OKALOOSA COUNTY AIRPORTS SYSTEM**

The Okaloosa County Board of County Commissioners under the provisions of Section 287.055, Florida Statutes and county policy, request qualifications from professional firms to provide architectural, engineering and aviation planning services for the Okaloosa County Airports Systems. It is the intent of the Board to enter into contract negotiations with one or more firms.

Guidelines detailing form and content requirements for the statement of qualification/ proposal are available by contacting Richard Brannon, Purchasing Director, 602-C North Pearl Street, Crestview, FL 32536, (850) 689-5960, or they may be downloaded from our website at www.co.okaloosa.fl.us (Departments, Purchasing, Vendor Registration & Opportunities); this links you to the Florida Panhandle Purchasing Group website where our bid specifications will now be posted.

Proposals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 P.M. November 1, 2013**, in order to be considered.

All proposals must be in sealed envelopes reflecting on the outside thereof "Proposal for Architectural, Engineering and Aviation Planning Services for Okaloosa County Airports Systems."

All proposals should be addressed as follows:

Okaloosa County Purchasing Department
Richard Brannon
602-C North Pearl Street
Crestview, FL 32536

_____ Richard L. Brannon Purchasing Director	_____ Date
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BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

Don Amunds
Chairman

**Guidelines for Statement of Qualifications/Proposal
Architectural, Engineering and Aviation Planning
Services for Okaloosa County Airports System**

The purpose of this Request For Proposal/Qualifications is to provide interested consultants with guidelines and information to enhance their submission of proposals on the project entitled "ARCHITECTURAL, ENGINEERING AND AVIATION PLANNING SERVICES FOR OKALOOSA COUNTY AIRPORTS SYSTEM."

Okaloosa County plans to retain professional architect/engineer (A/E) and aviation planning services in support of its Capital Maintenance and Improvement Program. This support will be required at Okaloosa Regional Airport, Bob Sikes Airport, and Destin/Ft Walton Beach Airport, which together comprise the County's airport system.

The scope of professional services includes, but is not limited to, the following and which are further addressed in the attached proposed contract agreement;

1. Preparation of plans, specifications, construction contract documents, cost estimates, and engineer's reports.
2. Provision and/or coordination of special services such as testing, surveying and program management services.
3. Architectural services to design or modify new and existing facilities, including plans, specifications and construction management as necessary.
4. Construction review and administrative services and construction management when needed.
5. Assisting in the development of Federal and State grant applications, grant administration and closeout documentation.
6. Planning to include airport master plans, land-use planning, FAR Part 150 Studies and Environmental Assessments for airport development.

The term of the contract will be for three (3) years. The County reserves the right to renew these contracts for two (2) additional one-year contract periods. Renewal of the contract period shall be recommended by the Airports Department through the Board of County Commissioners' discretion.

The Board of County Commissioners reserves the right to accept or reject any or all statement of qualifications/proposals or to waive any informality existing in any proposal, or to accept the proposals which best serves the interest and intent of this project and is from the most responsive and responsible firms.

An original and five (5) copies of the proposal will be required with all copies having been signed by a company official with the power to bind the company in its proposal. All must be completely responsive to the Request for Proposal/Qualifications guidelines for consideration.

The content of the statement of qualification/proposal of the successful firms will become a basis for contractual negotiations.

The selected consultant shall be required to assume responsibility for all services offered in his proposal. The selected consultant will be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

Payment schedule and basis for payment will be negotiated, but will be based upon documented work completed.

Proposals **MUST** be submitted in the format described below:

- 1) Letter of interest including information on location of the firm's office that will be the lead office for this contract.
- 2) **Business Credentials** - Provide a synopsis of the consultant's qualifications, to include specific capabilities of the firm, brief history of the firm (1 page) and financial status (1 page), past performance relating to completing airport projects within budget and on schedule and experience in managing multiple tasks simultaneously.
- 3) **Registration** - State the State of Florida licensing/registration qualifications of the consultant's personnel and business office. Provide copies of same.
- 4) **Specific Accomplishments** - Provide a listing of completed projects with a description of the work performed by the consultant representative of the type of work proposed under this Request for Proposal/Qualifications. Include any specialized engineering and design experience relative to the specified services at airports within the last three (3) years. The list should include only projects that had significant input from individuals who will be assigned to work on County projects.
- 5) **Project Management Organization** - Describe the organizational structure that will be used to manage projects. The consultant must identify key personnel to be assigned to projects, and provide a resume of their qualifications, education, and experience. Include quality management principles and practices employed.
- 6) **References** - List five (5) references representative of related past experience to include, as a minimum, a contact person, company name, phone number and a brief description of the project.
- 7) **Additional Information and Comments** - The contents under this heading are left to the discretion of the consultant. Material must be pertinent to the proposal but not be otherwise requested in the Request for Proposal/Qualifications.
- 8) **Current Form 254**

- 9) **Conflict of Interest Disclosure Form** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County, if he is an officer or employee of the County, disclosing his or spouse's or child's interest and the nature of the intended business.

NOTE: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

- 10) **Identical Tie Proposals** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

NOTE: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

- 11) **Indemnification and Hold Harmless** - To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Proposal Opening shall be public on the date and time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are not acceptable. **NOTE:** Crestview is **"not a next day guaranteed delivery location"** by delivery services.

The Board of County Commissioners of Okaloosa County in its absolute discretion may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely and acceptable fashion, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.

Evaluation / Selection Of Proposals

A Selection Review Committee will evaluate all proposals received and:

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the proposals meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Each of the firms will be required to execute the Truth-In-Negotiation certificate as defined in Florida Statutes 287.055. Selection as best qualified will be based on the following considerations:
 - a. Responsiveness of the proposal clearly stating an understanding of the work to be performed for the County.
 - b. Firm's reputation and competence, including technical education and training, experience in airport projects, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects.
 - c. Current workload.
 - d. Financial responsibility.
 - e. Ability to observe and advise whether plans and specifications are being complied with.
 - f. Past record of professional accomplishments.
 - g. Previous experience with Okaloosa County Airports System.
 - h. Familiarity with proposed project areas and understanding of the program to be undertaken.
 - i. Qualifications of personnel assigned to the program.
 - j. Experience with programs similar in size and scope to those herein proposed.
 - k. Firm's capability to meet schedules.
 - l. Willingness to meet time and budget requirements.
 - m. Demonstrated expertise and experience in utilizing various design software.

- n. Geographic location of the firm, including permanent office of designing engineer and project management team.
 - o. Women and minority participation.
2. Review of all proposals received will proceed as follows:
 - a. The selection committee will review all written documents submitted.
 - b. The committee's ranking of prospective firms shall be based on the firm's capabilities, ability, adequacy of personnel, past record, recent experience, current workload and location of the firm or individual.
 - c. The committee may request oral presentations from the vendors when establishing the recommended priority or short list.
 3. Negotiations between the selection committee and the priority vendors (the vendors ranked highest on the Board approved short list) that will proceed as follows:
 - a. Negotiations will be held with the first vendor on the priority list.
 - b. If no tentative agreement can be reached with the first vendor, then negotiations will commence with the second vendor on the short list.
 - c. If no tentative agreement can be reached with the second vendor, then negotiations will commence with the third vendor.
 - d. If no tentative agreement is reached with the third vendor, then the committee shall return to the Board to report such and recommend that a new short list be established from among the other proposals submitted. If for any reason said procedure is not feasible, the committee shall seek direction from the Board as to how to proceed further.
 - e. Okaloosa County reserves the right to negotiate contracts with one or more engineering firms for these services.
 4. Presentation of the tentative agreements by the selection committee to the Board for approval. The Executive Summary shall inform the Board as to the terms, conditions, and costs associated with the contracts.
 5. Upon approval of the agreement by the Board, execution of a formal written agreement prior to commencement of the work associated with the contract.
 6. Direct contact one-on-one with the Committee members is not allowed. Selection will be on the basis of professional qualifications and experience.

- a. The Selection Review Committee will evaluate and rank all proposals meeting the minimum submission requirements and enter into formal negotiations with said firms. Firms will be notified of dates and times of any interviews.

Proposal Opening - Proposal Opening shall be public on the date and time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile or telephone are **NOT** acceptable.

NOTE: Crestview, Florida is "**not a next day guaranteed delivery location**" by delivery services.

Public Entity Crime Information: 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, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

The engagement of certain professional services, including those required by this Request for Proposals, is exempt from the provisions of the Administrative Procedure Act, Chapter 120, Florida Statutes, as amended, and therefore are not to be subject to the appeal process therein described at any time during the solicitation period.

Right to Waive and Reject:

- a. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
- b. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- c. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state

contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

- d. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the true amount of the proposal. Each item must be proposed separately and no attempt is to be made to tie any item or items to any other item or items.

Disqualification of Proposers - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- a. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- c. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- d. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.

Discrimination - 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.

Regulations and Ordinances - The proposer is required to be familiar with all Federal, state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the proposer shall in no way relieve proposer from responsibility.

Disadvantaged Business Enterprises - Okaloosa County has adopted policies that assure and encourage full participation of DBE's in the provision of goods and services. In addition, Federal participation in projects requires certain participation goals to which the County expects its consultants to adhere.

Prohibition Against Contingent Fees - Florida Statute 287.6.a. requires the following statement, duly signed and notarized, be included in each submittal:

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

Public Entity Crime Information – A person or affiliate who has been placed on the convicted vendor list following 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 or 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The engagement of certain professional services, those required by this Request for Proposals, is exempt from the provisions of the Administration Procedure Act, Chapter 120, Florida Statutes, as amended, and therefore are not to be subject to the appeal process therein described at any time during the solicitation period.

Payment – The contractor shall be paid upon submission of invoices, through the requesting department, to the Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson Street. #203, Crestview, FL 32536. The prices stipulated here to articles delivered and accepted. All invoices must show the County contract #.

Information – Any questions should be directed to Richard Brannon, Okaloosa County Purchasing Dept; 850-689-5960. Any changes made by the County to specifications shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in award of proposals. **Proposers must understand that they are not allowed to contact the Review Committee members for information.**

Federal E-Verify Compliance Certification - In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

Note: For bidder's convenience, this certificate form is enclosed and is made a part of the bid package.

"NO CONTACT CLAUSE"

The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board of County Commissioners, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director's decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
_____ **Signature** **Company Name**

Hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____
(Typed or Printed)

ADDRESS: _____

TITLE: _____

PHONE NO.: _____

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Bidder's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

DATE

(REVISED: January 27, 2009)

NOTICE TO PROCEED

DATE: _____

TO:

PROJECT: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2013, on or before _____, and you are to complete the WORK within _____. The date of completion of all WORK is therefore _____.

In case of failure on the part of the CONTRACTOR to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by Okaloosa County, the County will suffer damage, the amount of which is difficult, if not impossible, to ascertain. Therefore the CONTRACTOR shall pay to the COUNTY, as liquidated damages, the sum of \$_____ for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the CONTRACTOR.

You are required to return an acknowledged copy of this **NOTICE TO PROCEED** to the **OWNER**: Okaloosa County Purchasing, 602-C North Pearl St, Crestview, FL 32536.

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
OWNER

BY: _____
Richard L. Brannon

TITLE: Purchasing Director

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

Company Name

This the _____ day of _____, 2013

Signature

By: _____
Type or Print Name

Title: _____

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION:

The **OWNER** has considered the **BID** submitted by you for the above-described **WORK in** response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your **BID** has been accepted for items in the amounts of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required **CONTRACTOR'S** Performance Bond, Payment Bond, and Certificates of Insurance within fifteen (15) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds within fifteen (15) calendar days from the date of this notice, said **OWNER** will be entitled to consider all your rights arising out of the **OWNER's** acceptance of your **BID** as abandoned and as a forfeiture of your **BID Bond**. The **OWNER** will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER: Okaloosa County Purchasing, 602-C North Pearl St., Crestview, FL 32536**. If you have any questions, please call Jack Allen at 850-689-5960.

Dated this ____ day of _____, 2013.

OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____ TITLE _____
Richard L Brannon Purchasing Director

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: _____

This the _____ day of _____, 2013.

BY: _____

Title: _____

AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL, ENGINEERING
AND AVIATION PLANNING SERVICES

Between the
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS
and
[NAME]

THIS AGREEMENT for professional architectural, engineering, and aviation planning services (the "Agreement"), is made and entered into as of the _____ day of _____, 20____, by and between the **Okaloosa County Board of County Commissioners**, a public and governmental body existing under and by virtue of the laws of the State of Florida with a business address at 101 East James Lee Boulevard, Crestview, Florida 32536 (hereinafter referred to as "COUNTY"), and **[Name]**, a [state] corporation with a business address at [address, city, state, zip] (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the COUNTY desires to employ the services of the CONSULTANT to provide professional architectural, engineering, and aviation planning services for the Okaloosa County Airports System, and

WHEREAS, the CONSULTANT has stated that it is qualified, willing and able to perform the professional architectural, engineering, and aviation planning services required on the terms and conditions hereinafter set forth, and

WHEREAS, the COUNTY has given public notice of the professional architectural, engineering, and aviation planning services to be considered pursuant to this Agreement, and

WHEREAS, the selection of the CONSULTANT has been made in accordance with the provisions of FAA Advisory Circular 150/5100-14C, 49 CFR Part 18 and the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes,

NOW, THEREFORE, in consideration of the mutual premises and covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1: BASIC SERVICES

- 1.1 The Basic Services of the CONSULTANT required under this Agreement by the COUNTY shall be described in separately authorized Task Orders (the "Services"). A sample Task Order is provided in **Exhibit 1** attached hereto.
- 1.2 Task Orders shall specify the Task Description/Scope of Services, Task Schedule, Task Deliverables, Compensation, and special provisions, if applicable. The CONSULTANT and the Services rendered by the CONSULTANT shall follow and conform to the Scope of Services and special provisions of each Task Order. Compensation shall be limited to the amount as mutually agreed upon by the CONSULTANT and COUNTY and shall be subject to approval by the Federal Aviation Administration for federally funded work and the Florida Department of Transportation for state-funded work, as applicable. The CONSULTANT's Services will be paid for by the COUNTY for Services under each authorized Task Order as indicated in Article 7 hereof. The CONSULTANT shall, at its own expense, obtain all data and information (other than that referred to in Article 3 hereof) necessary for the performance of its Services. The COUNTY makes no guarantee as to the amount or type of projects that will be assigned. Projects will be assigned at the sole discretion of the COUNTY. No work will commence until a fully executed Task Order is received by the CONSULTANT.
- 1.3 Professional services may include but not be limited to: architectural services; engineering studies; surveys; geotechnical investigations; engineering design; preparation of plans, specifications and contract documents; preparation of cost estimates; federal, state and local governmental agency permits (fees to be provided by COUNTY); construction inspections; construction management; contract administration; project completion certifications and record drawings as may be required; presentations to the Board of County Commissioners and the general public; appraisal and assistance in acquisition; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding. The types of projects which may be assigned include any type of project which may be under the purview of the Okaloosa County Airports Department or any other County Department.
- 1.4 The CONSULTANT is solely responsible to the COUNTY for correcting errors resulting from the CONSULTANT'S faulty or inaccurate performance.

ARTICLE 2: ADDITIONAL SERVICES OF THE CONSULTANT

If authorized in writing by the COUNTY, the CONSULTANT shall furnish Additional Services pursuant to this Agreement, which are considered by the COUNTY to be beyond the scope of an authorized Task Order. Additional services shall be documented by an additional Task Order and paid for by the COUNTY as indicated in Article 7 hereof.

ARTICLE 3: OBLIGATIONS OF THE COUNTY

- 3.1 The COUNTY shall, with reasonable promptness, provide to the CONSULTANT available information regarding the requirements of the Services.

- 3.2 The COUNTY shall make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform Services under this Agreement.
- 3.3 The COUNTY shall give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's Services.
- 3.4 The COUNTY and the COUNTY'S employees, agents, contractors and subcontractors shall promptly report to the CONSULTANT any defects in or problems with the Services being provided hereunder by the CONSULTANT in order to permit the CONSULTANT to take prompt and effective corrective action to remedy the defect and minimize any consequences which may result from such defective work.
- 3.5 Unless otherwise agreed to in an authorized Task Order under this Agreement, the COUNTY shall obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, right-of-way, and access necessary for the CONSULTANT'S Services or project construction.
- 3.6 The COUNTY shall examine the CONSULTANT'S studies, reports, sketches, drawings, specifications, proposals, and other documents and shall render in writing decisions required by the COUNTY in a timely manner.
- 3.7 The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners of Okaloosa County.
- 3.8 The Uniform Commercial Code as may be in effect from time to time in Florida shall prevail as the basis for determining the rights and obligations of the COUNTY hereunder.

ARTICLE 4: OBLIGATIONS OF THE CONSULTANT

- 4.1 The CONSULTANT'S responsibility under this Agreement is to provide general professional services for the COUNTY for projects which may be assigned through this Agreement. 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.
- 4.2 Standard of Practice: The standard of care applicable to CONSULTANT's Services shall be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed and in the same or similar locality.
- 4.3 Subsurface Investigations: In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect

the execution and costs of the authorized Services under this Agreement. These conditions and the execution/cost effects shall not be the responsibility of the CONSULTANT.

The CONSULTANT will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations for subsurface penetrations with respect to assumed locations of existing underground improvements. Such services by the CONSULTANT or its subconsultants will be performed in a manner consistent with the ordinary standard of professional care. The COUNTY recognizes, however, that such research may not identify all underground improvements and that the information upon which the CONSULTANT reasonably relies may contain errors or may be incomplete. Therefore, the COUNTY agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the CONSULTANT and anyone for whom the CONSULTANT may be legally liable, for damages to underground improvements resulting from subsurface penetrations in locations established by the CONSULTANT that are based on properly filed and available records of said underground improvements.

- 4.4 CONSULTANT's Personnel at Construction Site: The presence or duties of the CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, shall not make the CONSULTANT or the CONSULTANT'S personnel in any way responsible for those duties that belong to the COUNTY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

If and as requested by the COUNTY to perform construction inspection services per an authorized Task Order, the CONSULTANT shall be responsible for observing and inspecting construction activities and reporting to the COUNTY activities observed during construction. The CONSULTANT shall report to the COUNTY in a timely manner any observed health, safety, and other deficiencies in the work performed by the construction contractor(s) that are inconsistent with the requirements of the construction documents. The CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this Agreement, construction sites shall include places of manufacture for materials incorporated into the construction work, and construction contractors shall include manufacturers of materials incorporated into the construction work.

- 4.5 Construction Progress Payments: Recommendations by the CONSULTANT to the COUNTY for periodic construction progress payments to the construction contractor(s) shall be based on the CONSULTANT'S knowledge, information, and belief from selective

sampling that the work has progressed to the point indicated. Such recommendations shall not represent that the CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the monies paid; that title to any of the work, materials, or equipment has passed to the COUNTY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the COUNTY and the construction contractor(s) that affect the amount that should be paid.

- 4.6 Record Drawings: Record drawings, if required, will be prepared on the basis of information compiled by the CONSULTANT and information furnished by others and shall represent the location, type of various components, and manner in which the project was finally constructed to the best knowledge, information, and belief of CONSULTANT. Record drawing deliverables shall be limited to the sealed and signed hard copies.
- 4.7 Asbestos or Hazardous Substances: If asbestos or hazardous substances in any form are encountered or suspected, the CONSULTANT shall stop its own work in the affected portions to permit testing and evaluation. If asbestos or other hazardous substances are suspected, the CONSULTANT shall, if requested, manage testing to determine the extent of the issue, manage the necessary studies to recommend necessary remedial measures, and manage remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated. The COUNTY recognizes that the CONSULTANT assumes no risk and/or liability for a waste or hazardous waste site originated by other than the CONSULTANT.
- 4.8 The Uniform Commercial Code as may be in effect from time to time in Florida shall prevail as the basis for determining the rights and obligations of the CONSULTANT hereunder.

ARTICLE 5: PERIOD OF SERVICE

- 5.1 The Services called for hereunder shall be completed in accordance with the respective task schedules as indicated in separately authorized Task Orders. The CONSULTANT shall perform authorized Services under this Agreement with due and reasonable diligence consistent with sound professional practices.
- 5.2 This Agreement shall become effective on _____ upon completion of signatures by both parties and shall remain in effect for three (3) years until _____, unless terminated sooner or extended by mutual agreement in writing. This Agreement may be renewed for an additional one-year period, two consecutive times.
- 5.3 The CONSULTANT shall give prompt written notice to the COUNTY whenever the CONSULTANT observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's Services.

ARTICLE 6: REIMBURSABLE EXPENSES DEFINED

- 6.1 Reimbursable Expenses shall be defined as actual expenses incurred by the CONSULTANT and the CONSULTANT's independent professional associates or consultants, directly and indirectly in connection with the Services, such as expenses for transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls, facsimiles and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Services-related items.
- 6.2 The CONSULTANT shall be compensated by the COUNTY for Reimbursable Expenses when and as identified in an authorized Task Order on the basis set forth in **Exhibit 2** attached herein. The COUNTY's responsibility for providing compensation to the CONSULTANT for Reimbursable Expenses shall be limited to only those Reimbursable Expenses identified and agreed to in an authorized Task Order.

ARTICLE 7: PAYMENTS TO CONSULTANT

- 7.1 The COUNTY shall pay the CONSULTANT for Basic and Additional Services and Reimbursable Expenses, if any, on the basis set forth in **Exhibit 2** attached herein and in each separately authorized Task Order.
- 7.2 The CONSULTANT shall submit monthly invoices to the COUNTY for Services rendered and Reimbursable Expenses, if applicable, incurred since the last monthly statement. Invoices shall be, at minimum, numbered sequentially and specify the time period for charges, the work performed, the amount requested for that invoice and a total amount paid to date and budget remaining. The invoice received from the CONSULTANT pursuant to this Agreement will be reviewed and approved by the Airport Director or his/her designee, indicating the services have been rendered in conformity with the Agreement, then will be sent to the Purchasing Director or to the County Manager, in conformance with the County Purchasing Policy, for approval and then will be sent to the Finance Department for payment. The invoice must reference the Task Order number, County contract number, and the current purchase order number (if any), and must specify the time period the invoice covers.
- 7.3 Payment shall be made to the CONSULTANT within thirty (30) days following the COUNTY'S receipt of invoice.
- 7.4 Interest Charges: Not Used.
- 7.5 In order for both parties herein to close their records, the CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT'S final/last invoice to the COUNTY. This shall indicate that contracted services have been performed and all charges and costs have been invoiced to the COUNTY. This invoice shall close this Task Order to future billings and future charges shall be waived by CONSULTANT. CONSULTANT shall deliver to the CLIENT for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials required by the respective Task Order.

- 7.6 COUNTY shall give timely notice of sums which it may reasonably dispute or contest. In the event of a disputed billing, only the disputed portion shall be withheld from payment, and the COUNTY shall pay the undisputed portion. The COUNTY shall exercise reasonableness in disputing any bill or portion thereof. No interest shall accrue on any disputed portion of the billing until mutually resolved.
- 7.7 If the COUNTY fails to make payment in full within 30 days of the date due for any undisputed billing, the CONSULTANT may, after giving 7 days' written notice to the COUNTY, suspend Services under this Agreement until paid in full. In the event of suspension of services, the CONSULTANT shall have no liability to the COUNTY for delays or damages caused by the COUNTY because of such suspension.

ARTICLE 8: AUTHORIZED REPRESENTATIVE

- 8.1 Services of the CONSULTANT shall be under the general direction of the COUNTY Department Director initiating the work or his or her designee, as indicated on each authorized Task Order, who shall act as the County's representative during the performance of this Agreement. All matters and correspondence pertaining to the Services, including submittal of monthly invoices, shall be through the COUNTY's Authorized Representative. The COUNTY's Authorized Representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's Services.
- 8.2 The CONSULTANT's Authorized Representative and business address for Services under this Agreement is designated as follows:

[Contact information]

The CONSULTANT's Authorized Representative shall act on behalf of the CONSULTANT on all matters pertaining to the Services under this Agreement. All matters and correspondence to the CONSULTANT pertaining to the Services under this Agreement shall be addressed to the CONSULTANT's Authorized Representative. Such person shall have complete authority to receive instructions and information from COUNTY and interpret and define CONSULTANT's policies, specifications, and reports.

- 8.3 The CONSULTANT's Authorized Representative shall not be changed without the prior written notice to and agreement of the COUNTY.

ARTICLE 9: TERMINATION AND DELAYS

- 9.1 This Agreement may be terminated by either party at any time with or without cause upon giving fourteen (14) calendar days prior written notice. If this Agreement is so terminated, the COUNTY shall within 30 days of termination pay the CONSULTANT for Services satisfactorily completed up to the date of termination. After receipt of a termination notice and except as otherwise directed by the COUNTY, the CONSULTANT shall stop work on the date and to the extent specified; terminate and settle all orders and subcontracts relating to the performance of the terminated work; transfer all work in process, completed work, and other material related to the terminated work to the COUNTY; and continue and complete all parts of the work that have not been terminated.
- 9.2 The COUNTY may order the CONSULTANT to suspend, delay, or interrupt all or any part of the CONSULTANT's services under any Task Order for such period of time as COUNTY may determine to be appropriate for the convenience of the COUNTY. In the event of such suspension, delay, or interruption, the COUNTY shall pay the CONSULTANT for the work satisfactorily completed up to the date of suspension and the Task Order will be modified in writing accordingly. In the event delays to the Task Order/Scope of Services work are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.
- 9.3 The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT'S control and without its fault or negligence. If the failure to perform is caused by the failure of the CONSULTANT'S subcontractor(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default. Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without its fault or negligence, any affected provision of this Agreement shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all of the work at any time.

ARTICLE 10: CONSULTANT'S ACCOUNTING RECORDS

- 10.1 Records of Reimbursable Expenses and expenses pertaining to Services performed on the basis of a Multiple or Direct Labor Costs, Not-To-Exceed (NTE) fee, or Direct Personnel Expense shall be kept on the basis of generally accepted accounting principals and shall be available to the COUNTY or the COUNTY's representative at mutually convenient times.

ARTICLE 11: USE OF ELECTRONIC DELIVERABLES

- 11.1 When transferring electronic deliverables, the CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the CONSULTANT at the beginning of Services provided under this Agreement.

- 11.2 Hard copies issued to the COUNTY by the CONSULTANT and the information contained within the hard copies shall constitute the formal deliverables under this Agreement. Computer-generated electronic drawing files furnished by the CONSULTANT are for the COUNTY's convenience and any conclusions or information derived or obtained from these files will be at user's sole risk.

ARTICLE 12: INDEMNIFICATION

- 12.1 The CONSULTANT shall defend, indemnify, and hold the COUNTY and its respective agents, representatives, and employees harmless from suits, actions, claims, demands, judgements, and liabilities (including property damage and bodily injury or death) to the extent resulting from negligent acts, errors, or omissions of the CONSULTANT, its agents or employees, arising from or relating to this Agreement.
- 12.2 The COUNTY shall defend, indemnify, and hold the CONSULTANT and its respective directors, officers, agents, representatives, and employees harmless from suits, actions, claims, demands, judgements, and liabilities (including property damage and bodily injury or death) to the extent resulting from negligent acts or omissions of the COUNTY, its agents or employees, arising from or relating to this Agreement.
- 12.3 In the event any claims, damage, losses, and expenses are caused by negligence of both the CONSULTANT and the COUNTY (or anyone for whose acts both of them may be liable), each party will bear its proportional share of the claims, damages, losses, and expenses based upon the parties' relative degree of fault.

ARTICLE 13: INSURANCE

- 13.1 The CONSULTANT shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Officer.
- 13.2 All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by AM Best & Co., Inc.
- 13.3 The COUNTY shall retain the right to reject all insurance contracts that do not meet the requirements of this Agreement. Further, the COUNTY reserves the right to change these insurance requirements with 60-day notice to the CONSULTANT.
- 13.4 The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the CONSULTANT, which are involved, and which is part of this contract.

- 13.5 The COUNTY reserves the right at any time to require the CONSULTANT to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- 13.6 The designation of CONSULTANT shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Worker's Compensation coverage.
- 13.7 All policies shall be written so that the COUNTY will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the COUNTY Representative.
- 13.8 All insurance contracts, except the Worker's Compensation and Professional Liability, shall list Okaloosa County as an Additional Insured. CONSULTANT shall provide the COUNTY current certificates of Insurance for all policies at least ten (10) days before commencing work.
- 13.9 Worker's Compensation Insurance: The CONSULTANT shall secure and maintain during the life of this Agreement Worker's Compensation insurance for all employees employed including supervision, administration and management personnel. In case any work is sublet with the approval of the COUNTY, the CONSULTANT shall require the Subcontractor to provide Worker's Compensation insurance to all employees. Evidence of such insurance shall be furnished the COUNTY not less than ten (10) days prior to the commencement of any and all subcontracted work.

Such insurance shall comply with the Florida Worker's Compensation Law. Coverage shall include a waiver or subrogation clause in favor of Okaloosa County. Also, this endorsement must be indicated on all Certificates of Insurance.

- 13.10 Business Automobile and Public Liability Insurance: The CONSULTANT shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-Owned & Hired motor vehicle coverage.

The CONSULTANT shall carry Public Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.

In addition to the required coverage above, Public Liability coverage shall include the following:

- a) On and Off Premises Operation Liability
- b) Personal Injury Liability Insurance
- c) Independent Contractor Liability

d) Completed Operations and Products Liability

The CONSULTANT shall agree to maintain in force Commercial General Liability Insurance including Completed Operations and Products Liability coverage for at least two years following acceptance of the project by the COUNTY.

13.11 All liability insurance (except Professional Liability), shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as a result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the LIMITS OF LIABILITY, the CONSULTANT shall notify the County Representative in writing. The CONSULTANT shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

13.12 Limits of Liability: The insurance required shall be written for not less than the following limits unless law requires higher amounts:

COVERAGE	LIMIT
1. Worker's Compensation	
a. State	Statutory
b. Employer's Liability	\$1 million each accident
2. Business Automobile	\$1 million each occurrence (Combined Single Limit)
3. Commercial General Insurance	\$1 million each occurrence (Combined Single Limit)
4. Professional Liability	\$1 million each occurrence (Combined Single Limit)
5. Personal and Advertising Injury	\$250,000

13.13 Notice of Claims or Litigation: The CONSULTANT agrees to report any incident or claim that results from performance of this Agreement. With ten (10) days of the CONSULTANT'S knowledge, the County Representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be give the same day the CONSULTANT becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

13.14 Certificate of Insurance: All insurance shall include the interest of all entities named in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage

afforded the Additional Insureds under this policy shall be primary insurance. If the Additional Insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any work. The certificate holder(s) shall be as follows:

Okaloosa County Board of County Commissioners
602-C North Pearl Street
Crestview, Florida 32536

All policies and the Certificates of Insurance shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations or material alterations of such policies. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.

The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). Deductibles or SIRs in excess of \$10,000 will not be accepted unless specifically approved in writing by Okaloosa County. All deductibles or SIRs whether approved by Okaloosa County or not, shall be the CONSULTANT's full responsibility. In particular, the CONSULTANT shall afford full coverage as specified herein to entities listed as Additional Insureds.

In no way will the entities listed as Additional Insureds be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the CONSULTANT has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

- 13.15 In the event of failure of the CONSULTANT to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by CONSULTANT upon presentation of a bill.
- 13.16 General Terms: Any type of insurance or increase of limits of liability not described above which the CONSULTANT required for its own protection or on account of statute shall be its own responsibility and at its own expense. The carrying of the insurance described shall in no way be interpreted as relieving the CONSULTANT of any responsibility under this contract. Should the CONSULTANT engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each sub contractor and sub-subcontractor.
- 13.17 The CONSULTANT hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the CONSULTANT under all the foregoing policies of insurance.

- 13.18 Umbrella Insurance: The CONSULTANT shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

ARTICLE 14: CONTROLLING LAW/DISPUTE COSTS

- 14.1 This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Florida.
- 14.2 If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to a judicial forum.
- 14.3 In the event a dispute shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses, and attorney's fees which may be incurred on account of such dispute, whether or not suit or other legal or quasi-legal proceedings may be brought, as well as at every stage of any such proceedings from the time such dispute first arises through trial or other proceedings and all appellate processes.
- 14.4 Any and all legal action necessary to enforce the Agreement shall be held in Okaloosa County, Florida.
- 14.5 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 15: INDEPENDENT CONTRACTOR

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

- 15.2 The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.
- 15.3 The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 16: SUCCESSORS AND ASSIGNS

- 16.1 This Agreement shall be binding upon the COUNTY and the CONSULTANT and their respective partners, successors, heirs, assigns, and legal representatives.
- 16.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the benefit of any other party. Neither the COUNTY nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the written consent of the other. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent professional associates or subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

ARTICLE 17: SUBCONSULTANTS

- 17.1 For purposes of this agreement, the following firms shall be deemed approved Subconsultants as part of the CONSULTANT design team:

- [list of approved subconsultants]

- 17.2 The CONSULTANT shall have the right, with the COUNTY'S prior written consent, which shall not be unreasonably withheld, to employ other firms to serve as subconsultants to the CONSULTANT in connection with the CONSULTANT's performance of the Basic Services and any Additional Services hereunder.
- 17.3 The CONSULTANT agrees, at the COUNTY's written request (which may be made by the COUNTY with or without cause), promptly to terminate the services of any such subconsultant and promptly replace each such terminated person or firm with a person or firm of comparable experience approved by the COUNTY in writing.

ARTICLE 18: PRIVILEGED INFORMATION

The CONSULTANT agrees, during the period of this Agreement, not to knowingly divulge, furnish or make available to any third person, firm or organization, without the COUNTY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative

proceedings where such information has been properly subpoenaed, any information concerning the services to be rendered by the CONSULTANT or any subconsultant pursuant to this Agreement.

ARTICLE 19: NONDISCRIMINATION

The CONSULTANT agrees to comply with all local, state, and Federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, the CONSULTANT agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable Executive Orders, including, but not limited to, Executive Order No. 11246.

ARTICLE 20: CONTINGENT FEES

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

ARTICLE 21: WARRANTY

The CONSULTANT warrants that its Services under this Agreement shall be performed in a thorough, efficient and workmanlike manner, promptly and with due diligence and care, and in accordance with the practice of the profession.

ARTICLE 22: ESTIMATES OF PROBABLE COSTS

If and as requested in an authorized Task Order, the CONSULTANT shall provide opinions of cost, financial analyses, economic feasibility projections, and schedules for Services to the best of its ability based on historical observations of the cost or price of labor and materials in comparable projects. The CONSULTANT makes no warranty that the COUNTY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates.

ARTICLE 23: FORCE MAJEURE:

The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT. In any such event, the CONSULTANT's contract price and schedule shall be equitably adjusted.

ARTICLE 24: LIMITATION OF LIABILITY

The CONSULTANT shall not be held liable for the acts or omissions of the COUNTY's contractors, subcontractors, vendors or their employees and agents.

ARTICLE 25: SHOP DRAWING REVIEW

- 25.1 As required per authorized Task Order, the CONSULTANT shall review construction contractor submittals, such as shop drawings, product data, samples and other data, only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents.
- 25.2 The CONSULTANT's review shall be conducted with reasonable promptness while allowing sufficient time to permit adequate review. The CONSULTANT shall not be required to review partial submission or those for which submissions of correlated items have not been received, until such time that full submission or correlated items are received.

ARTICLE 26: WAIVER

The waiver by either party of any breach of any term, covenant, condition or agreement contained herein or any default in the performance of any obligations hereunder shall not be deemed to be a waiver or any other breach or default of the same or of any other term, covenant, condition, agreement or obligation. No waiver of any rights under this Agreement shall be binding unless it is in writing signed by the party waiving such rights.

ARTICLE 27: TITLE TO PLANS AND SPECIFICATIONS

Drawings, calculations, specifications, reports, plans, field data, computer software enhancements, CAD files and such other data and information compiled or prepared by the CONSULTANT pursuant to this Agreement which the COUNTY may require CONSULTANT to supply in accordance with the Agreement, shall be and shall remain the property of the COUNTY. Any reuse of the above referenced work product other than for the specific project and intent for which the information was prepared by the CONSULTANT shall be at user's sole risk and without liability to the CONSULTANT.

ARTICLE 28: SEVERABILITY

If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 29: MODIFICATIONS TO AGREEMENT

- 29.1 The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the County's notification of a contemplated change, the CONSULTANT shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) advise the COUNTY in writing if the contemplated change

shall affect the CONSULTANT's ability to meet the completion dates or schedules established by this Agreement or the original Task Order, and (3) notify the COUNTY of any estimated change in the completion date.

- 29.2 If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by the contemplated change, pending the COUNTY's decision to proceed with the change.
- 29.3 If the COUNTY elects to make the change, the COUNTY shall issue a contract amendment, task order amendment, or change order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.
- 29.4 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 30: NOTICES

Any and all notices required or authorized to be given pursuant to this Agreement, shall be given in writing and either hand-delivered, sent by facsimile or addressed and sent by certified or registered mail, postage prepaid, and return receipt requested, as follows:

If to COUNTY: **Okaloosa County Airports**
 Attn: Mr. Sunil Harman
 1701 State Road 85 North
 Eglin Air Force Base, Florida 32542

with copy to: **Okaloosa County Purchasing**
 Attn: Contracts Coordinator
 602C North Pearl Street
 Crestview, Florida 32536

If to CONSULTANT: **[Name/address]**
 Attention: [Contact]

with copy to: **[Name/address]**
 Attention: [Contact]

ARTICLE 31: FEDERAL AND STATE TAX

- 31.1 The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The

CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's tax exemption number in securing such materials.

- 31.2 The CONSULTANT shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

ARTICLE 32: CONFLICT OF INTEREST

- 32.1 The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for by applicable law. The CONSULTANT further represents that no person having any interest shall be employed for said performance.
- 32.2 The award hereunder is subject to provisions of Chapter 112, Florida Statutes. The CONSULTANT must disclose the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, the CONSULTANT must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches. Furthermore, the CONSULTANT, prior to executing this Agreement, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or an employee of the County, disclosing his or spouses or child's interest, and the nature of the intended business. This certification form, if applicable, shall be made a part of this Agreement.
- 32.3 The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT may, at his/her option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Agreement.

ARTICLE 33: RETENTION OF RECORDS

CONSULTANT shall retain complete and accurate analytical and financial records of all work performed pursuant to this Agreement for a period of two (2) years following completion of services under a Task Order. This record retention period may, upon notice to the CONSULTANT by COUNTY, be automatically extended during the course of any administrative or judicial action involving the COUNTY regarding matters to which the records are relevant.

ARTICLE 34: NO THIRD PARTY BENEFICIARY RIGHTS

Nothing in this Agreement shall be interpreted or construed to give any rights or benefits to anyone other than the CONSULTANT, and COUNTY. Therefore, there are no third party beneficiaries of this Agreement.

ARTICLE 35: PUBLIC ENTITY CRIME INFORMATION

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 works 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 36: EXEMPTION

The engagement of certain professional services, including those required by the Request for Proposal, is exempt from the provisions of the Administrative Procedure Act, Chapter 120, Florida Statutes, as amended, and therefore are not to be subject to the appeal process therein described at any time during the solicitation of selection period.

ARTICLE 37: HEADINGS

The headings of the sections of this Agreement are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

ARTICLE 38: ENTIRE AGREEMENT

This Agreement (consisting of pages 1 through 19, inclusive) together with **Exhibit 1: Task Order, Exhibit 2: Compensation and Method of Payment**, and each separately authorized Task Order issued hereunder, constitutes the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and said attachments may only be amended, supplemented, modified, or

canceled by written instrument signed by an authorized representative of each party to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first above written.

Accepted by: **COUNTY**

Accepted by: **CONSULTANT**

**OKALOOSA COUNTY BOARD OF
COUNTY COMMISSIONERS**

[NAME]

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

EXHIBIT 1: TASK ORDER (SAMPLE)

**Professional Architectural, Engineering, and Aviation Planning Services
Okaloosa County Airports System**

Task Order No. _____

[Name], a [state] Corporation (hereinafter "CONSULTANT") agrees to perform and complete the following services (hereinafter "Services") for the **Okaloosa County Board of County Commissioners** (hereinafter "COUNTY"), in accordance with the terms and conditions of the Agreement for Professional Architectural, Engineering, and Aviation Planning Services, dated _____, 20____, all of which terms and conditions are incorporated herein by reference.

- 1. Task Location:**
- 2. Task Name:**
- 3. Task Description/Scope of Services:**
- 4. Compensation:**
- 5. Schedule:**
- 6. Deliverables:**
- 7. Other Considerations:**

Accepted by:

**Okaloosa County Board of
County Commissioners**

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

Accepted by:

[Name]

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

EXHIBIT 2: COMPENSATION AND METHOD OF PAYMENT

**Professional Architectural, Engineering, and Aviation Planning Services
Okaloosa County Airports System**

Services to be performed by: [Name] (CONSULTANT)
Client: Okaloosa County Board of County Commissioners (COUNTY)

A. COMPENSATION

The COUNTY agrees to pay the CONSULTANT as compensation for all Services described with each separately authorized Task Order pursuant to this Agreement which such amount shall be payable to the CONSULTANT as provided below. The COUNTY shall pay the CONSULTANT monthly for such services.

B. METHOD OF PAYMENT

The method of payment for all Services rendered under this Agreement shall be in accordance with the method of payment authorized under each separately authorized Task Order.

Lump Sum Amount: Method of compensation for Basic Services and/or Additional Services rendered by the CONSULTANT for which a lump sum (LS) amount has been derived for such services based on the hourly rates and expenses provided below and approved by the COUNTY in advance in writing.

Not-To-Exceed Basis: The parties may agree that the CONSULTANT shall provide Basic Services and/or Additional Services on a Not-To-Exceed (NTE) basis (or "time-and-materials" basis) for the actual time worked on the project based on the hourly rates and expenses provided below and subject to negotiations.

HOURLY RATES

PRINCIPAL	\$180.00
QUALITY CONTROL REVIEWER	\$160.00
SR. PROJECT MANAGER	\$150.00
SR. PROFESSIONAL MANAGER	\$135.00
SR. STRUCTURAL ENGINEER	\$135.00
SR. ELECTRICAL ENGINEER	\$135.00
PROJECT MANAGER	\$120.00
PROJECT COORDINATOR	\$110.00
PROFESSIONAL ENGINEER	\$100.00
ENGINEER INTERN II	\$ 75.00
ENGINEER INTERN I	\$ 70.00
SENIOR PLANNER	\$ 95.00
PLANNER	\$ 80.00
SR. CAD DESIGNER	\$ 75.00
CAD DESIGNER	\$ 65.00
CAD TECHNICIAN	\$ 60.00
CLERICAL	\$ 45.00

CONSTRUCTION INSPECTOR \$ 70.00

REIMBURSABLE EXPENSES

Auto: Mileage (per mile) \$ 0.58

Expenses associated with travel, lodging, per diem, postage, phone/fax, reproduction, copies, prints, and plots, will be negotiated per project task order.

If the COUNTY and the CONSULTANT are unable to mutually agree to terms and compensation for services requested by the COUNTY, then the COUNTY reserves the right to enter into a separate contract with other professional service firm or firms to perform the services requested by the COUNTY.

OKALOOSA COUNTY AIRPORTS – ARCHITECTURAL ENGINEERING & AVIATION PLANNING SERVICES

**RFP: AP 64-13
RANKING SHEET**

Understanding of Proposed Work Responsiveness, Stakeholders and Construction on Airports (20 pts)				
Geographic Location of Firm and Staff (5 pts)				
Specific Airside, Landside Projects at 139 Airports and General Aviation Airports. Funding Agencies Accounting and Project Requirements (20 pts)				
References (15 pts)				
Staff Capacity, Location, County Needs (20 pts)				
Familiarity with FAA Regulations, FDOT and County Policies and Procedures and Grant Assurances (20 pts)				
Total Possible – 100 pts				

Person Ranking _____
 Print Name

Signature _____

Position / Department _____

Date _____

ADDENDUM # 1

An original and five (5) copies of the proposal will be required with all copies having been signed by a company official with the power to bind the company in its proposal. All must be completely responsive to the Request for Proposal/Qualifications guidelines for consideration.

The content of the statement of qualification/proposal of the successful firms will become a basis for contractual negotiations.

The selected consultant shall be required to assume responsibility for all services offered in his proposal. The selected consultant will be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

Payment schedule and basis for payment will be negotiated, but will be based upon documented work completed.

Proposals ***MUST*** be submitted in the format described below:

- 1) Letter of interest including information on location of the firm's office that will be the lead office for this contract.
- 2) **Business Credentials** - Provide a synopsis of the consultant's qualifications, to include specific capabilities of the firm, brief history of the firm (1 page) and financial status (1 page), past performance relating to completing airport projects within budget and on schedule and experience in managing multiple tasks simultaneously.
- 3) **Registration** - State the State of Florida licensing/registration qualifications of the consultant's personnel and business office. Provide copies of same.
- 4) **Specific Accomplishments** - Provide a listing of completed projects with a description of the work performed by the consultant representative of the type of work proposed under this Request for Proposal/Qualifications. Include any specialized engineering and design experience relative to the specified services at airports within the last three (3) years. The list should include only projects that had significant input from individuals who will be assigned to work on County projects.
- 5) **Project Management Organization** - Describe the organizational structure that will be used to manage projects. The consultant must identify key personnel to be assigned to projects, and provide a resume of their qualifications, education, and experience. Include quality management principles and practices employed.
- 6) **References** - List five (5) references representative of related past experience to include, as a minimum, a contact person, company name, phone number and a brief description of the project.
- 7) **Additional Information and Comments** - The contents under this heading are left to the discretion of the consultant. Material must be pertinent to the proposal but not be otherwise requested in the Request for Proposal/Qualifications.
- 8) ~~Current Form 254~~