

ALACHUA COUNTY TAX COLLECTOR  
REQUEST FOR PROPOSALS #2019-001  
FOR THE PROVISION OF  
**Architectural & Engineering Services for Design and Construction of a New Northwest Public  
Branch Building**



REQUEST FOR PROPOSALS  
RFP #2019-001

Architectural & Engineering Services for Design and Construction of a New  
Northwest Public Branch Building

RFP Issue Date: Thursday, December 5, 2019
RFP Submittal Deadline: 2:00 pm, Friday, January 24, 2020
Questions Due: 2:00 pm, Wednesday, January 15, 2020
Responses Due: 2:00 pm, Friday, January 17, 2020

Any response received after the above submittal deadline will not be  
considered.

Alachua County Tax Collector  
County Administration Building  
c/o Jim Ousley  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
(352) 337-6234 (phone)  
[ACTCProject@AlachuaCollector.com](mailto:ACTCProject@AlachuaCollector.com)

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1.0 **GENERAL PROVISIONS**

1.1 **Purpose**

Alachua County Tax Collector (Tax Collector) is seeking proposals from licensed professionals (hereinafter, referred to as Consultants) for the provision of Architectural & Engineering (A&E) **Services for Design and Construction of a New Northwest Public Branch Building. It is the intent of the Tax Collector to enter into a contract with the selected Consultant in substantially the form of the Sample Contract, Exhibit D.** The contract shall be effective for the period beginning with the date of executed contract and continuing through completion of work.

1.2 **Proposal Submission**

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

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

All printed and photocopied documents related to the submission of this Request for Proposal (RFP) and fulfillment of any resulting contract shall be double-sided and printed on recycled paper with a **minimum of 30% post-consumer content.**

Consultants desiring to provide services as described herein shall submit proposals as follows:

- an original **submittal**;
- an electronic copy (pdf format)

All proposals must be submitted in a sealed envelope with a label on the outside, "2019-001; **A&E Services for Design and Construction of a New Tax Collector Northwest Public Branch Building**" and deliver no later than **2:00 pm, Friday January 24, 2020**, as follows:

**HAND DELIVER OR MAIL TO:**

Alachua County Tax Collector  
County Administration Building, First Floor  
Attn: Jim Ousley  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601-6983

**EMAIL ELECTRONIC COPY TO:**

ACTCProjects@AlachuaCollector.com

**LATE PROPOSALS WILL NOT BE CONSIDERED.**

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

All work papers/products developed as part of the contract performance become property of the Tax Collector upon termination or completion of the provision of services. The cost for development of the written proposal and the oral presentation are entirely the obligation of the Consultant and shall not be chargeable in any manner to the Tax Collector.

**1.3 Acceptance/Rejection of Proposals**

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

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

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

**1.4 Consideration of Proposals**

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

**1.5 Proposal Withdrawal**

Any Consultant may withdraw their proposal by telegraphic, fax or written request at any time prior to the scheduled closing time for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the Tax Collector the services as set forth in Section 3.0, Scope of Services, or until one or more of the proposals has been awarded.

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

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

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necessary to affect their proposals.

1.7 **Request for Clarification**

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

1.8 **Inquiries/Questions**

After thoroughly reading this Request for Proposals and Exhibits, Consultants may direct questions, in writing only, to:

Alachua County Tax Collector  
Project Manager: Jim Ousley  
County Administration Building, First Floor  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601-6983  
ACTCProjects@AlachuaCollector.com  
(352)337-6234 (Office)

- 1.8.1 Any Consultant in doubt as to the true meaning of any part of the Request for Proposal or related documents may submit a written request to Jim Ousley via email or at the address indicated above, at least ten (10) days prior to closing date set for receipt of proposals to be considered for a response. Any interpretation to a Consultant will be made only by addendum duly issued. **Oral answers will not be authoritative.**

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

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

- 1.9.1 Any communication between Consultant and the Tax Collector will be initiated by the Tax Collector in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Communications initiated by a Consultant to anyone other than the appropriate Tax Collector Representative may be grounds for disqualifying the offending Consultant from consideration of award of the proposal being evaluated and/or any future proposal.
- 1.9.2 It will be the responsibility of the Consultant to contact the Tax Collector prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and to return executed addenda with the proposal.

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1.10 **Proprietary Information**

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

1.10.1 Please be aware that the designation of an item as exempt from disclosure as a public record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt," you agree to defend and hold harmless the Tax Collector from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the Tax Collector by reason of any legal action challenging your designation.

1.11 **Examination of Request for Proposals**

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

1.12 **Local Firms Location Points**

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

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

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

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

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

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

1.13 **Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods

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

1.14 **Workplace Violence**

Employees of bidders (or responders for RFPs) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee:

Battery: intentional offensive touching or application of force or violence to another.  
Stalking: willfully, maliciously and repeatedly following or harassing another person.

2.0 **BACKGROUND INFORMATION**

2.1 **Location**

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

2.2 **Form of Government**

The Tax Collector is an independent Constitutional Officer of the State of Florida.

3.0 **SCOPE OF SERVICES**

The services requested herein are for the architectural, engineering, and planning services to design a Tax Collector Northwest Public Branch Building in Gainesville, FL. The property is owned by the State of Florida and is being leased long-term by the Tax Collector. The physical address for the property is 5830 NW 34<sup>th</sup> Blvd., Gainesville, FL 32653. The size of the building may range between an approximate 12,000 to 15,000 sq. ft.

The plan for this facility is to provide space for Tax Collector public branch, management, back office, dealer processing, quality control, remittance processing, call center, training and general public occupants. The design will include, but not be limited to, all necessary roadway improvements, address staff parking lots, storm water infrastructure, public service workstations, a separate public waiting area and a Road-Testing course with restricted access. In addition, the plan will include driver license testing workstations, a secure room for Concealed Weapons Permit processing, secure room for interpreter driver license testing, secure safe and report processing room, driver license photo booths, finger print workstation, reception area for customer check-in (Qflow), pick up window for call ahead registrations, storage rooms for tag and office inventory

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and office supplies, employee quiet room, employee testing room with three (3) testing stations, employee break room, public bathrooms, employee bathrooms and janitorial closet. There is an existing building near the center of the property that will require demolition at some point.

Description of project: Contract for services specified herein, from qualified entity that will provide prompt and efficient professional licensed Architectural and Engineering Services, for the design of the Tax Collector Northwest Public Branch Building in Gainesville, FL. The Tax Collector intends to proceed with this project under a Construction Manager at Risk contract, and will work with the Architect/Engineer, to achieve the requirements and objectives of this project. The Construction Manager at Risk will assume the risk for construction and provide design phase assistance in the evaluation of costs, schedule, implications of alternative designs, and systems and materials during design.

**3.1 General Requirements:**

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

- 3.1.1 The Consultant shall provide all architectural, site preparation, engineering and planning services to design the new Tax Collector Northwest Public Branch Building
- 3.1.2 Provide architectural and engineering services to include structural, mechanical and electrical engineering, programming, civil traffic, cost estimating, geotechnical, landscape and irrigation design, interior design, signage and graphics, and security design. These services will specifically include the preparation of construction drawings and technical specifications.
- 3.1.3 Attend all scheduled meetings and conferences required by the Tax Collector in the administration of the agreement, including concurrence with other agencies as deemed necessary by the Tax Collector.
- 3.1.4 Maintain written minutes in such a manner as to record the agreements and understandings resulting from meetings, conferences and discussions.
- 3.1.5 Provide schedules indicating start/completion dates for the overall design project and for shorter term detailed information, as requested by the Tax Collector.
- 3.1.6 The Consultant must interface with the Construction Manager as required during the design and the construction phase of the project to establish a project team which includes the Consultant, Tax Collector and or designee(s) and the Construction Manager.
- 3.1.7 The Consultant shall have experience with Owners making direct purchase of high dollar and long lead items, such as chillers, HVAC units, roofing material, steel, etc.
- 3.1.8 The Consultant shall have experience designing and overseeing the construction of multi- occupant facilities providing multi and mix use services.
- 3.1.9 The Consultant shall have on staff or understand the steps involved with satisfying building commissioning requirements.
- 3.1.10 The Consultant must have experience with designing and tracking the construction of Green Buildings, whereby, qualifying it under the Leadership in Energy and Environmental Design (LEEDS) Program and the Green Building Initiative (Green

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Globes Certification). If the Tax Collector decides on the front-end to design a Green Building, the Consultant shall process the necessary documents ensuring proper quality assurance and quality control measures are implemented to meet United States Green Building Council (USGBC) and Green Globes standards.

- 3.1.11 The Consultant must understand the general rule of thumb for designing, specifying, and building green, meaning the Consultant must understand how to:
  - 3.1.11.1 Maximize durability.
  - 3.1.11.2 Maximize energy efficiency
  - 3.1.11.3 Maximize future recyclables.
  - 3.1.11.4 Maximize maintainability.
  - 3.1.11.5 Maximize recycled content
  - 3.1.11.6 Maximize use of local and regional materials.
  - 3.1.11.7 Minimize embodied energy. Promote the highest and best use of a material to avoid wasting its embodied energy.
  - 3.1.11.8 Minimize use of hazardous natural chemicals (asbestos, lead etc.)
  - 3.1.11.9 Minimize use of synthetic chemicals.
- 3.1.12 The Consultant shall be very knowledgeable of modern – day technology and has the ability to lead the Tax Collector through various exercises reviewing compliance, energy modeling and decision-making tools, associated with green buildings. For example, as a minimum, the Consultant shall have experience with whole building simulation software, component simulation software; whereby, enabling the Consultant to show preliminary analysis for renewable energy applications, hourly energy cost, use of photovoltaic modeling, model energy codes, and knowledgeable of the Florida Built Green Certification.
- 3.1.13 As a minimum, the Consultant must be very knowledgeable of:
  - 3.1.13.1 Building Control System Energy – Saving Strategies
  - 3.1.13.2 Energy efficient Lighting Systems
  - 3.1.13.3 Electrical Power Generation – Fuel Cells
  - 3.1.13.4 Water Conservation measures
  - 3.1.13.5 Solar Heating including Water Heating
- 3.1.14 Assist the Tax Collector by furnishing the necessary design data for all necessary documents required by the City, County, State or Federal Grants, approvals or permits to include but not limited to State of Florida required site plan and land use plan.

**3.2 Preliminary Design Documents**

- 3.2.1 The Consultant will submit a preliminary project design which will be consistent with the project criteria. The preliminary design will include plans which depict the building type, annual operating cost, life cycle operating cost of the building, size, location, dimension, and exterior view of the structure.
- 3.2.2 The preliminary design documents shall also include as a minimum an itemized cost matrix identifying the cost to certify the building under the Green Globes and/or under LEEDS program in the following categories and or levels:

**LEED Green Building Certification Levels**

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LEED Certified = 26 – 32 Points.  
LEED Certified Silver= 33 – 38 Points  
LEED Certified Gold = 39 – 51 Points  
LEED Certified Platinum = 52+ Points

- 3.2.2.1 Based on the preliminary design documents, the Consultant shall complete a preliminary LEEDS Scorecard including all prerequisites and credits. The Consultant will provide the Tax Collector with a list of vendors and manufacturers with Green products. The Consultant must advise the Tax Collector regarding the above points and any variation in cost associated with each rating/level. It shall include a detail depicting the possible number of points in the following areas;
- 3.2.2.1.1 Sustainable Sites
  - 3.2.2.1.2 Water Efficiency
  - 3.2.2.1.3 Energy and Atmosphere
  - 3.2.2.1.4 Material and resources
  - 3.2.2.1.5 Indoor Environmental Quality and
  - 3.2.2.1.6 Innovation and design
- 3.2.3 The Consultant shall assist the Tax Collector with commissioning the building including providing necessary documentation of design intent, performance verification, operation and maintenance, and training.
- 3.2.4 The Consultant shall provide the Tax Collector with a list of vendors and manufacturers who can deliver green products to the project.
- 3.2.5 The Consultant shall during the design phase, provide the following information relating to green buildings:
- 3.2.5.1 Cost data for green materials components and systems
  - 3.2.5.2 Special projects requirements
  - 3.2.5.3 Any financial analysis and incentives
- 3.2.6 The preliminary design also will include a floor plan for each room within the project with appropriate dimensions.
- 3.2.7 The preliminary design will include written preliminary specifications and preliminary architectural, electrical, mechanical, structural drawings.
- 3.2.8 The Consultant shall insure that the design, material supplies, and project methods for data and telephone cabling, wiring, conduit, wall plates, patch panels and closet hardware meet current industry codes and standards as well as any County specific standards.
- 3.2.9 The Consultant will provide the Tax Collector with an estimate of the construction cost for the Tax Collector new Northwest Public Branch building.
- 3.2.10 The Consultant shall during the design phase, provide the Tax Collector with an evaluation of all major materials, including green products, which will be used in the construction and operation of the building. As a minimum, the evaluation shall include energy-saving opportunities, day light harvesting, a list of green products, possible use of certified woods and products, recyclables, material and equipment life cycle, durability, water savings, maintenance, transportation impact if any,

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accessibility and availability of long-lead items, reuse/disposal of products and material that be locally purchased.

- 3.2.11 Advise the Tax Collector as to the necessity of all specialized services required for the project, such as survey and subsurface investigation and act as the Tax Collector's architectural and engineering representative in connection therewith.

**3.3 Construction Design Documents**

- 3.3.1 After approval to proceed, the Consultant will prepare the detailed construction documents which will include plans and specification describing all systems, elements, details, components, materials, equipment and other information necessary for construction.
- 3.3.2 The Consultant will submit an estimate of the construction cost for the Tax Collector's new Northwest Public Branch building based on preliminary design ensuring it meets LEEDS and Green building Certification standards.

**3.4 Construction Bid Process**

- 3.4.1 The Consultant will attend pre-bid meetings and provide clarification and preparation of any required addendums.
- 3.4.2 The Consultant should assist in educating bidding general contractors, subcontractors, suppliers, manufacturers' representatives, and others about green building material and systems that may be relatively unknown to them and processing substitution request for green building materials and systems.
- 3.4.3 The Consultant shall during the pre-bid conference conduct a full discussion explaining the importance of green buildings material and systems and how to contact manufacturers as many of them maybe small or new companies. The Consultant should record minutes of the pre-bid conference as to prevent misunderstanding later on into the project.
- 3.4.4 The Consultant s shall also provide a list of alternates and substitution in the bidding document to allow the bid price to be adjusted to fall within the limits of the funds available to construct the project. Another use for alternates is to identify the cost of specific materials and systems in comparison to alternate products and systems.
- 3.4.5 The Consultant will also review all bid proposals and prepare recommendations for a bid award.
- 3.4.6 The Consultant shall conduct a preconstruction conference within 20 days after awarding the contract signing. The purpose of the conference is to establish a working understanding of the project and to discuss schedules and procedures for handling shop drawings and other submittals.
- 3.4.7 The Consultant shall monitor the selection of all green products and ensure that direct purchases are done in a timely manner.
- 3.4.8 The Consultant shall jointly review all contract documents with the Tax Collector and Construction Manager (CM) at risk. As a minimum, include general, supplementary and special conditions documents.
- 3.4.9 The Consultant shall provide at least three Dispute Resolution options for the Tax Collector and Construction Manager for approval. Consideration should be taken with using a Dispute Resolution Board (DRB).

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3.5 **Construction Administration**

- 3.5.1 The Consultant will represent the Tax Collector as it's architectural and engineering representative including but not limited to interpretation of drawings and specifications and issuing instructions to the contractor.
- 3.5.2 The Consultant must observe and provide weekly written reports to the Tax Collector providing progress and confirm that the work conforms to the contract documents, compliance with the design concept of the work and the information given in shop drawings, diagrams, illustration, brochures, catalog data, schedules, samples, test inspection results, maintenance/operating instructions, schedules, guarantees, bonds and certificates of inspections as required in the construction contracts related to this project.
- 3.5.3 The Consultant shall function as a member of the construction team whereby creating a working relationship ensuring the project meets LEEDS standard while completing the project on time and within budget.
- 3.5.4 The Consultant shall coordinate with the Construction Manager and submit to the Tax Collector a list of green materials, supplies and equipment to be used on the project for approval. If the Tax Collector and or Consultant identify unapproved substitutions, the Consultant will report to the general contractor that the list is not conformance with the contract documents.
- 3.5.5 The Consultant must work from an approved checklist throughout the construction ensuring that the only specified green building materials and approved substitutions are incorporated into the building.
- 3.5.6 The Consultant should encourage the Construction Manager at Risk to allow more time for submittals for green building materials due to the possibility that submittal information may be more difficult to obtain.
- 3.5.7 The Consultant shall ensure that necessary LEEDS and/or Green Globes documents are reviewed and documented, compliance-monitored and commissioning GALs are achieved. For example, a certification letter must be submitted from mechanical engineer stating compliance is on file.
- 3.5.8 The Consultant shall respond to any Request for Information/s (RFIs) and or Request for Clarification/s (RFCs) within 3 business days. All RFIs and RFCs will be communicated in writing between all parties will be copied on this communication. Any RFIs or RFCs that could result in a change order will require the involvement of the Tax Collector within the 5-business day period. Additional guidance will be provided in the contract document.
- 3.5.9 Approve applications for payment based on the on-site observations of the quality of work in accordance with the contract documents. Determine substantial and final completion milestones so that recommendation of final payment may be authorized. Prepare change order for the Tax Collector's approval.
- 3.5.10 Ascertain that all documents relating to the closure of the project are submitted including but not limited to release of liens, warranties, and as -built drawings.
- 3.5.11 The Consultant will coordinate with Tax Collector representatives to review the requirements and establish the space needs program for the Tax Collector Northwest Public Branch building.

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- 3.5.12 The Consultant will submit a preliminary project design which will be consistent with the project criteria. The preliminary design will include plans which depict the size, location, dimension and exterior view of each structure. The preliminary design also will include a floor plan for each room within the project with appropriate dimensions. The preliminary design will include written preliminary specifications and preliminary architectural, electrical, mechanical, structural drawings.
- 3.5.13 The Consultant will advise the Tax Collector as to the necessity of all specialized services required for the project, such as survey and subsurface investigation and act as the Tax Collector's architectural and engineering representative in connection therewith.
- 3.5.14 The Consultant shall review all close out documents as a minimum including:
  - 3.5.14.1 Permits and inspections, including Certificate of Occupancy
  - 3.5.14.2 Certificate of Substantial Completion
  - 3.5.14.3 Certificate of Sign off from architect, mechanical and electrical engineers and structural and civil engineers (if applicable)
  - 3.5.14.4 Final property survey
  - 3.5.14.5 Maintenance bond (if applicable)
  - 3.5.14.6 Final lien waivers from each subcontractor and a general release of liens from the general contractor
  - 3.5.14.7 Warranties and operating and maintenance manuals (O&M)
  - 3.5.14.8 Roofing
- 3.6 **Post Construction**
  - 3.6.1 The Consultant shall assist the Tax Collector with resolving any design issue as required by law. As a minimum, the Consultant will be expected to respond to any issues during the warranty period.
- 3.7 **Construction Close-Out**
  - 3.7.1 The Consultant shall manage the close out process by satisfying close out requirements, as a minimum ensuring the Construction Manager at Risk provides the Tax Collector with the following:
    - 3.7.1.1 Permits and inspections, including the Certificate of Occupancy (C of O), also referred to as the Use of Occupancy (U of O) Permits
    - 3.7.1.2 Certificate of Substantial completion.
    - 3.7.1.3 Certificate of sign off from architect, mechanical and electrical engineers, and structural and civil engineers. This will include a final inspection report from the MEP and structural engineer.
    - 3.7.1.4 Final Property Survey
    - 3.7.1.5 Maintenance Bond (if applicable)
    - 3.7.1.6 Final Lien waivers from each subcontractor and a general release of lien from the general contractor.
    - 3.7.1.7 Warranties and operating and maintenance manuals (O&Ms)
    - 3.7.1.8 Roofing and flashing warranties
    - 3.7.1.9 Joint Sealant warranties

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- 3.7.1.10 Doors and hardware warranties + O&M+
- 3.7.1.11 Flooring – Carpet, vinyl composition tile, sheet, ceramic, epoxy
- 3.7.1.12 Windows – aluminum, wood, vinyl, steel, + O&M
- 3.7.1.13 Curtain wall and storefront work including anti chalking of  
aluminum, color retention of members, air/water infiltration
- 3.7.1.14 Waste compactor and trash chute, +O&M
- 3.7.1.15 Window covering
- 3.7.1.16 Toilet and bath accessories, +O&M
- 3.7.1.17 Transmittal of trades, generally provided in three ring binders
- 3.7.1.18 Plumbing and mechanical & O&M Manuals including air and water  
balancing reports
- 3.7.1.19 Electrical & O&M
- 3.7.1.20 Elevator & O&M
- 3.7.1.21 Data/Communication
- 3.7.1.22 Data and Telephone Communication
- 3.7.1.23 Data and Telephone cabling test results
- 3.7.1.24 Attic Stock
- 3.7.1.25 Extra flooring materials
- 3.7.1.26 Extra cans of paint in various colors
- 3.7.1.27 Hardware
- 3.7.1.28 Toilet accessories
- 3.7.1.29 Sealants
- 3.7.1.30 Masonry materials – brick, concrete masonry unit (CMU)
- 3.7.1.31 HVAC – spare filters, fusible links
- 3.7.1.32 Plumbing – filters, trim
- 3.7.1.33 Fire Protection – sprinkler heads, fire extinguishers
- 3.7.1.34 Electrical parts – wiring devices, fixture lenses, lamps
- 3.7.1.35 Start – Up & Test reports
- 3.7.1.36 Boilers
- 3.7.1.37 Chillers
- 3.7.1.38 Air-handling units (AHUs)
- 3.7.1.39 Makeup air unit (MUAU)
- 3.7.1.40 Water Treatment
- 3.7.1.41 Balance reports for air and water
- 3.7.1.42 Fireman’s test report
- 3.7.1.43 Valve charts, tags, piping and equipment identification, directories
- 3.7.1.44 As built drawings

**4.0 SELECTION PROCEDURES**

The Consultant will be selected from the qualified Consultants submitting responses to this RFP.  
The selection process will be as follows:

**4.1 Written Submittals**

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All the written submittals will be reviewed by the Tax Collector Selection Committee (Selection Committee). Considering the Professional Qualifications and the overall written proposal, the Selection Committee will then select no more than three (3) Consultants. The proposals of these Consultants will then be presented to the Tax Collector for a thorough review and evaluation per the criteria stated in Section 6.0 of the RFP.

**4.2     The Tax Collector Selection Committee**

The Selection Committee may be made up of 4 to 7 members and will be selected by the Tax Collector. The Selection Committee should include at least three members from the Tax Collector's office with other members selected at the discretion of the Tax Collector. This Selection Committee serves in an advisory capacity to the Tax Collector, who is responsible for the final ranking and selection.

4.2.1   The Selection Committee will then review the Professional Qualifications and Written Proposal in accordance with the evaluation criteria identified in Section 6.0.

**4.3     Presentation**

Upon review and evaluation, the Tax Collector, along with the Selection Committee, may select no more than three (3) Consultants for presentations. The Consultants shall then further detail their qualifications, approach to the project and ability to furnish the required services during oral presentations. These presentations shall be made at no cost to the Tax Collector. (Selection Committee has the option of waiving oral presentations upon approval by the Tax Collector).

**4.4     Selection and Ranking**

The Tax Collector, along with the Staff Evaluation Team, shall then select and rank the Consultants, in order of preference, who are deemed to be the most highly qualified to perform the required services.

**4.5     Negotiation of Contract**

The Tax Collector will negotiate a contract with the top ranked Consultant for the provision of these services. Should the Tax Collector be unable to negotiate a satisfactory contract, negotiations will be terminated and negotiations will be initiated with the second most qualified Consultant. Should the Tax Collector be unable to negotiate a satisfactory contract with the second most qualified Consultant, negotiations will be terminated and negotiations will be initiated with the third most qualified Consultant. Should the Tax Collector be unable to negotiate a satisfactory contract with any of the selected Consultants, then the Tax Collector may select additional Consultants from those whose Statement of Qualifications are on file in order of their competence and qualifications and continue negotiations until a satisfactory contract is reached.

**5.0     PROPOSAL REQUIREMENTS AND ORGANIZATION**

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

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5.1 **Letter of Interest**

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

5.2 **Project Understanding and Approach**

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

5.3 **Consultant's Qualifications and Staff**

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

5.3.1 Summary of the Consultant's current workload & ability to satisfy the Tax Collector requirements.

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

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

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

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

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

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

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

5.7 **Appendix**

The Appendix shall include the following information:

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- 5.7.1 List of verifiable references, for whom the Consultant has performed these type services. List any installations performed for governmental entities. The following shall be provided for each reference listed:
  - 5.7.1.1 Name, title, address and phone number of the individual within the organization for whom the work was performed who can be contacted in regard to the project.
  - 5.7.1.2 The name(s) of the Manager or key staff person(s) who worked on the project.
- 5.7.2 A copy of the selected Consultant's current Florida Professional Registration Certificate, if applicable.
- 5.7.3 A statement of the Consultant's equal opportunity policies and practices.
- 5.7.4 Signature and Acknowledgement of Addendum Form **EXHIBIT B**.
- 5.7.5 A cost estimate from the Consultant with and without LEED certification for the following:
  - 5.7.5.1 Schematic Design
  - 5.7.5.2 Design Development
  - 5.7.5.3 Construction Documents
- 5.7.6 A proposed timeline schedule for the following:
  - 5.7.6.1 Schematic Design
  - 5.7.6.2 Design Development
  - 5.7.6.3 Construction Documents

**6.0 SELECTION AND EVALUATION CRITERIA**

A Team comprised of Tax Collector staff and others selected by the Tax Collector will evaluate the proposals in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation, Presentation/Interview Evaluation if necessary, and Other Factors as deemed appropriate. The Tax Collector shall consider the ability of the firm's professional personnel; willingness to meet time and budget requirements; workload; location; past performance; and location. The Evaluation process provides a structured means for consideration of all these areas.

**6.1 Technical Qualifications Evaluation**

The Technical Qualifications Evaluation will assess each responding Consultant's ability based on experience and qualifications of key staff members, the Consultant's capability of meeting time and budget requirements and Consultant's record with regard to this type of work, particularly in Alachua County or in Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given

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to the Consultant's current work load, financial stability, and the location where the majority of the technical work will be produced. The Selection Committee will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

**6.2 Written Proposal Evaluation**

The Written Proposal Evaluation will assess the Consultant's understanding of the proposed approach to be undertaken as addressed in a written proposal. The Selection Committee will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project team and the proposed project schedule. It should relate the capabilities of the project team to the requirements of the scope of services.

**6.3 Presentation/Interview Evaluation**

The Proposal Presentation/Interview Evaluation is based on an oral presentation to the Selection Committee that addresses both the technical qualifications of the Consultant and the approach to the project. Importance is given to the Consultant's understanding of the project, the placement of emphasis on various work tasks, and response to questions. The Selection Committee will assess the project manager's capability and understanding of the project and her/his ability to communicate ideas. The role of key members of the project team should be established based on the scope of services and the Consultant's approach to the project. The role of any subcontracted Consultant in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project, particularly "why it is to be done" as well as "what is to be done." The Selection Committee will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

**6.4 Other factors**

The Other Factors to be considered may include, but are not limited to, past performance, and previous amount of work in Alachua County. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the Tax Collector's Purchasing Policy.

**7.0 PROFESSIONAL RESPONSIBILITY**

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

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

7.1 The selected proposer/Consultant shall provide a Certificate of Insurance, **EXHIBIT A**, to the Tax Collector with a thirty (30) day notice of cancellation. If the initial insurance

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

7.2 **Payment Bond – EXHIBIT E**

7.3 **Performance Bond – EXHIBIT F**

8.0 **GENERAL TERMS AND CONDITIONS**

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

8.1 **Assignment of Personnel**

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

8.2 **Basis for Contract Negotiation**

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

8.3 **Term of the Contract**

The contract shall be effective for the period beginning with the date of executed contract and continuing through completion of work.

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

8.5 **Governing Law**

This agreement shall be governed in accordance with the laws of the State of Florida, notwithstanding its conflict of laws provisions. Venue shall be in Alachua County.

8.6 **Permits, Laws & Regulations**

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

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

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

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8.7 **Award of Contract(s)**

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

8.8 **Assignment of Interest**

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

8.9 **Indemnification**

To the maximum extent permitted by Florida law, the Consultant shall defend, indemnify and hold harmless the Tax Collector and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of the contract or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant or anyone employed or utilized by the Consultant in the performance of the contract.

The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Consultant, the Tax Collector and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Consultant. The Consultant's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of the contract until it is determined by final judgment that an action against the Tax Collector or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Consultant's insurance coverage. This indemnification provision shall survive the termination of the Contract between the Tax Collector and the Consultant.

In any and all claims against the Tax Collector or any of its agents or employees by any employee of the Consultant, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

8.10 **Amendments**

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

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8.11 **Default and Termination**

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

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

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

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

8.12 **Successors and Assigns**

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

8.13 **Non-Waiver**

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

8.14 **Independent Consultant**

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

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8.15 **Collusion**

8.15.1 The bidder (Consultant), by affixing their signature to the Signature and Acknowledgement of Addendum Form **EXHIBIT B**, declares that the bid is made without any previous understanding, agreement, or connections with any persons, consultants or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

8.15.2 The bidder, by affixing their signature to the Signature and Acknowledgement of Addendum Form **EXHIBIT B**, declare Tax Collector or any Tax Collector employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of the contract.

**INSURANCE REQUIRED  
TYPE “A” INSURANCE REQUIREMENTS  
“ARTISAN CONTRACTORS / SERVICE CONTRACTS”**

**The Contractor shall procure and maintain for the duration of this 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/vendor, his agents, representatives, employees or subcontractors.**

**COMMERCIAL GENERAL LIABILITY**

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

**AUTOMOBILE LIABILITY**

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

**WORKERS COMPENSATION AND EMPLOYER’S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

**BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

**EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

**OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

**I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

## **II All Coverages**

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

## **SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER:**            **Alachua County Tax Collector**

### **DELIVER OR EMAIL CERTIFICATES TO:**

Alachua County Tax Collector  
Project Manager: Jim Ousley  
County Administration Building, First Floor  
12 SE 1st Street  
Gainesville, Florida 32601-6983  
ACTCProjects@AlachuaCollector.com  
(352)337-6234 (Office)

**SIGNATURE AND ACKNOWLEDGMENT OF ADDENDUM FORM**

RFP NUMBER: #2019-001

PROPOSAL DEADLINE DATE: **2:00 pm, Friday, January 24, 2020**

RE: **A&E Services for Design and Construction of a New Northwest Public Branch Building**

PLACE OF BID OPENING: Alachua County Tax Collectors Office, First Floor  
County Administration Building  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601-6983

Acknowledge Receipt of Addendum(s) *(if applicable circle):*      #1   Yes   No      #2   Yes   No      #3   Yes   No  
No

Bidder: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Clearly Print Signature: \_\_\_\_\_ Title: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ DATE: \_\_\_\_\_

Email Address: \_\_\_\_\_

- ☐ Yes, I am a locally based Entity
- ☐ No, I am not a locally based Entity

**PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**

As a bidder or proposer, any document you submit to the Tax Collector may be a public record and be open for personal inspection or copying by any person. In Florida ‘public records’ are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

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

**I. NO EXEMPTION FROM PUBLIC RECORDS LAW**

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

\_\_\_\_\_  
Bidder’s Signature

\_\_\_\_\_  
Date

**II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND TAX COLLECTOR**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Bidder’s Signature

\_\_\_\_\_  
Date

## SAMPLE CONTRACT

## CONTRACT BETWEEN OWNER AND ARCHITECT FOR DESIGN AND CONSTRUCTION OF

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Alachua County Tax Collector, a State Constitutional Officer serving Alachua County, hereinafter referred to as "Tax Collector," and \_\_\_\_\_), a Florida [or other state of incorporation] corporation [or other form of entity] registered to do business in Florida and doing business at \_\_\_\_\_, hereinafter referred to as "Architect."

## WITNESSETH

WHEREAS, the Tax Collector desires to hire an architect to provide professional services for the architectural design and construction a New Northwest Public Branch Building; and

WHEREAS, the Architect submitted a proposal in response to RFP 2019-001, and was subsequently selected by the Tax Collector as the company to provide the services requested by and

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

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

1. **Definitions:**

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

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

3. **Project Description and Location** – DESCRIBE THE GENERAL SCOPE OF THE PROJECT AND ITS LOCATION AND ADDRESS: To design and construct a public branch office building tailored to the unique needs of the Tax Collector to include accommodations for the Tax Collector's general business operation, training and Communications and Processing Center. The space needs of

the building are estimated to be between 12,000 and 15,000 square feet and will be located on parcel # 07879-004-000 at 5830 NW 34<sup>th</sup> Boulevard, Gainesville, FL 32653.

4. **Representation and Warranties** – By executing this Contract, the Architect makes the following express representations and warranties to the Tax Collector:
- a. The Architect is professionally qualified to act as the architect for the Project and is licensed to practice architecture in the State of Florida and with all public entities having jurisdiction over the Architect and the Project;
  - b. The Architect shall maintain the necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties hereunder have been fully satisfied;
  - c. The Architect has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;
  - d. The Architect shall prepare the deliverables required by this Contract including, but not limited to, contract documents, in such a manner that they shall be accurate, coordinated, and comply with the applicable law, codes and regulations;
  - e. The Architect warrants that the deliverables prepared by the Architect are adequate and sufficient to accomplish the purposes of the Project and meet the requirements of the applicable federal, state and local codes and regulations.
  - f. All drawings and specifications produced by the Architect will provide a progress approval statement requiring the signature of the Tax Collector or his designee. As a minimum, this block should include date, completion percent, owner representation, user group representation, and comments. Approval by the Tax Collector in no way releases Architect from its duty to completely perform the contract.
  - g. The Architect acknowledges that the Tax Collector 's review of the deliverables in no way diminishes the Architect's warranty pertaining to the deliverables.
5. **Duties, Obligations and Responsibilities of the Architect Before Construction** – The Architect shall have and perform the following duties, obligations and responsibilities to the Tax Collector included, but not limited to:
- a. **Meeting Protocols**
    - i. The Architect shall attend meetings as required by the Tax Collector, however limited to a number of meetings by phase as defined herein:
      - (a) Schematic Design (SD) = fifteen (15) meetings;
      - (b) Design Development (DD) = eight (8) meetings;
      - (c) Construction Documents (CD) = five (5) meetings;
      - (d) Construction Administration (CA) As identified in the Contract.
    - ii. The Architect shall not have any direct or indirect contract relationship with any officer or employee of the Tax Collector that will conflict with his ability to perform the work hereunder. All personnel assigned to the work shall be fully qualified and all facilities employed shall be adequate for the work required. The Architect shall assist the Tax Collector on developing the construction document/contract.

- iii. Attend all meetings and conferences as arranged and required by the Tax Collector during the progress of the work hereunder to establish design concepts, to review preliminary and final reports, secure agreement upon comprehensive and detailed basis of design, and discuss any other matters relating to the work.
  - iv. Provide the Tax Collector with written memoranda to confirm and record the understandings and agreements resulting from meetings and conferences in accordance with Section 3.1.4.
- b. **Energy and Environmental Design** – the Architect shall endeavor to implement design elements into the project necessary to achieve energy efficiency desired by the Tax Collector.
- OR – IF APPLICABLE**
- i. Prior to and during the preparation of the documents, the Architect shall consult with the Tax Collector to review the parameters and achievable performance expectations, materials, methods, operation and maintenance commitment and proactively participation in design decisions. During the design process, the Architect shall consult with the Tax Collector as an integrated approach to the design process.
- c. **Project Testing Services** - The Architect shall provide additional services, as directed by the Tax Collector, to set forth in the Construction Documents all appropriate and advisable project testing requirements including, without limitation, geotechnical, Hazardous Substance, structural, chemical, electrical or mechanical tests and investigations and construction materials testing. Also, at no additional cost to the Tax Collector, the Architect shall prepare scopes of work, including preliminary testing parameters for geotechnical work, soil borings and load tests for soil bearing capacity, to assist the Tax Collector in securing all necessary project testing and evaluate such test results.
- e. **Project Approval Services:** - As required for the Project, the Architect shall promptly assist the Construction Manager and the Owner in securing all approvals from governing authorities with jurisdiction over the Project. Without limitation, the Architect shall timely assist the Construction Manager and the Tax Collector in making application for rezoning, site plan approval, local variances or other approvals, including completion of all necessary applications and supporting documentation.
6. **Schematic Design** – Prior to the preparation of the Schematic Design, the Architect shall first consult in detail with the Tax Collector, and shall carefully examine any information provided by the Tax Collector concerning the Tax Collector's purposes, concepts, desires and requirements (the "Tax Collector's Criteria"), including but not limited to, any design, construction, scheduling, budgetary or operational Project needs, restrictions, or requirements. The Architect will conduct a series of meetings with the Tax Collector to develop a program assessment for the Project and following such examination, the Architect shall prepare and submit to the Tax Collector a written report detailing the Architect's Schematic Design and understanding of the Tax Collector's Criteria and identifying any design, construction, scheduling, budgetary, operational, or other problems or recommendations which may result from the Tax Collector's Criteria. The written report of the Architect shall also include proposed solutions, if appropriate; addressing each of such identified problems. The quality of Architect's work shall be consistent with the requirements of this contract and prevailing industry standards. Architect shall insure that its fees charged for the services performed hereunder are fair, reasonable and consistent with fees charged locally for similar work. The Architect shall provide or cause to be provided all design services and incidentals necessary to providing, performing, and

completing the project. Architect understands and acknowledges that all documents and material provided with the RFP, and any addenda, are general and preliminary, and that Architect shall not rely on the accuracy or completeness thereof. Architect acknowledges that its duties, hereunder, shall not be excused or discharged, in any respect, based on the incompleteness or inaccuracy of any such documents or materials.

7. **Schematic Design Price Estimate** - Upon completion of the Schematic Development, the Architect shall submit to the Tax Collector in writing, its estimate for constructing the Project.
8. **Design Development** – After reviewing the Tax Collector Schematic Design and Schematic Design Estimate, and agreeing upon any proposed solution to identified problems resulting from the Tax Collector's Criteria, and in no event later than \_\_\_\_\_ days after the effective date of this Contract, the Architect shall draft and submit to the Tax Collector five copies of a Design Development for the Project. The Design Development shall be consistent with the Tax Collector's Criteria and verified by the Construction Manager, and if modified and shall include the following:
  - a. Design Development plans which depict as appropriate each of the basic aspects of the Project including, but not limited to, the size, location and dimensions of each structure; and
  - b. Design Development plans which depict each exterior view of each structure; and
  - c. A floor plan for each room within the Project and the dimensions thereof; and
  - d. Written Design Development specifications, together with Design Development plans, if and as necessary or useful to the Tax Collector, of the architectural, electrical, mechanical, structural and if relevant, other systems to be incorporated in the Project; and
  - e. A written description of the equipment and materials to be specified for the Project and the location of same strong consideration shall be given to material and equipment quality as Green and or sustainable products; and
  - f. Any other documents or things necessary or appropriate to describe and depict the Design Development and the conformity of same with the Tax Collector's Criteria (as, and if, modified as set forth above) for the Project; and
  - g. The Architect shall provide documents to the Tax Collector for review in accordance with schedule requirements with sufficient lead time to allow the Tax Collector reasonable time for review.
  - h. The Architect shall provide updated cost estimates of the Design at 30%, 50% and 100% completion.
  - i. Upon completion of the Preliminary Design, the Architect shall submit to the Tax Collector in writing, its estimate of the Contractor's anticipated price for constructing the Project in accordance with the Preliminary Design.
  - j. **Construction Documents** – Upon written direction from the Tax Collector, after reviewing with the Tax Collector the Design Development documents, and after incorporating any changes or alterations authorized by the Tax Collector with respect to the Design Development documents or with respect to the Tax Collector's Criteria, as, and if, modified, and in no event later than 120 days after the effective date of this Contract, the Architect shall draft and submit to the Tax Collector six copies of the Construction Documents. The Construction Documents shall include, but shall not necessarily be limited to, plans and specifications which describe with specificity the

systems, elements, details, components, materials, equipment, and other information necessary for construction. The Construction Documents shall be accurate, coordinated and adequate for construction and shall be in conformity, and comply with applicable law, codes and regulations. Products, equipment and materials specified for use shall be readily available unless authorization to the contrary is given by the Tax Collector.

- k. **Design Development Price Estimate** – Upon completion of the Design Development, the Architect shall submit to the Tax Collector in writing, its estimate and comparison to the Construction Manager's anticipated Contract Price for constructing the Project in accordance with the Design Development documents. Once Approved, the Contract Price for constructing the Project (the "Guaranteed Maximum Price" hereinafter referred to as the GMP) shall not be increased or decreased by the Architect unless the construction documents are changed upon authorization by the Tax Collector. In such event, the final anticipated price estimate shall be adjusted by the Architect to reflect any increase or decrease in price resulting from the change in Design for Construction.
- l. **Exceeding an Established "Maximum Price"** – Prior to directing the Architect to proceed with preparation of the Construction documents, the Tax Collector may establish and communicate to the Architect a maximum amount for payment to the Construction Manager as the Contract Price for constructing the Project (the GMP). In the event the Architect's final Design Development anticipated price estimate exceeds the GMP, or in the event the lowest bid or negotiated proposal from a qualified contractor exceeds the GMP, the Tax Collector may require the Architect, at no cost to the Tax Collector for up to \_\_\_\_\_ hours of work by the Architect, to consult with the Tax Collector and to revise the Design Development documents so as to obtain a bid or proposal at or below the GMP. The Tax Collector may also require Architect to review the proposal from the Construction Manager and assist the Tax Collector in negotiating a lower price from the Construction Manager. Alternative design solutions may also be required, such as value engineering or scope reduction.
9. **Duties, Obligations and Responsibilities During Construction** – During construction of the Project, and at all times relevant thereto, the Architect shall have and perform the following duties, obligations, and responsibilities:
  - a. The Architect shall, as contemplated herein and in the Construction Documents, act on behalf, and be the agent, of the Tax Collector throughout construction of the Project. Instructions, directions, and other appropriate communications from the Tax Collector to the Construction Manager shall be given to the Construction Manager by the Architect.
  - b. Upon receipt, the Architect shall carefully review and examine the Construction Manager's Schedule of Values, together with any supporting documentation or data which the Tax Collector or the Architect may require from the Construction Manager. The purpose of such review and examination shall be to protect the Tax Collector from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is justified by such supporting documentation or data, or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, or as otherwise directed by the Tax Collector in writing, the Schedule of Values shall be returned to the Construction Manager for revision and resubmission of supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted or revised, the Architect shall sign the Schedule of Values thereby indicating an informed belief that the Schedule of Values constitutes a reasonable, balanced basis

for payment of the Contract Price to the Construction Manager. The Architect shall not sign such Schedule of Values in the absence of such belief.

- c. The Architect shall carefully observe all work performed by the Construction Manager whenever and wherever necessary, and shall, at a minimum, observe work at the Project site no less frequently than once a week or more frequently as required by the stage of construction. Field visits shall be limited to the close proximity to the site and based on a 14-month construction duration. The purpose of such inspections shall be to determine the quality and quantity of the work in comparison with the requirements of the Construction Documents. In making such observations, the Architect shall protect the Tax Collector by ensuring work is performed according to design and construction documents while validating all payments to Construction Manager. Following each observation, the Architect shall submit a written field report of such observation, together with any appropriate comments or recommendations, to the Tax Collector. The Architect shall maintain a record of the Contractor's Applications for payment.
- d. The Architect shall initially approve and record periodic and final payments owed to the Construction Manager under the Construction Documents predicated upon observations of the work as required herein and evaluations of the Construction Manager's stage of progress in light of the remaining Contract Time and shall issue to the Tax Collector Approvals of Payments in such amounts. By issuing an Approval of Payment to the Tax Collector, the Architect reliably informs the Tax Collector that the Architect has made the inspection of the work required herein, and that the work for which payment is approved has reached the quantities or percentages of completion shown, that the quality of the Construction Manager's work meets or exceeds the requirements of the Construction Documents, and that under the terms and conditions of the Construction Documents, the Tax Collector is obligated to make payment to the Contractor for the amount approved.

All drawings and specifications produced by the Architect will provide a progress approval statement requiring the signature of Tax Collector. At a minimum, this statement shall include date, completion percent, owner representation, and comments. Approval by the Tax Collector shall not relieve the Architect of its duty to completely perform the contract.

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

provided within 3 days or sooner, if possible. Upon request by the Tax Collector, the Architect shall draft Change Orders, whether initiated by the Tax Collector or by the Construction Manager and approved by the Tax Collector, in accordance with the Construction Documents;

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

- j. Based upon observations of the Project, the Architect, upon receiving written notification request of such from the Construction Manager, shall certify in writing to the Tax Collector the fact that, and the dates upon which, the Construction Manager has achieved 50% completion, Substantial Completion, and Final Completion.
- k. The Architect shall transmit to the Tax Collector all manuals, operating instructions, as-built plans (CAD) on CD/Disk Copy, warranties, guarantees, release of liens, test results, certificate of occupancy and other documents and things required by the Construction Documents and submitted by the Construction Manager.
- l. The Architect shall testify in any legal proceeding concerning the design and construction of the Project when requested in writing by the Tax Collector, and the Architect shall make available to the Tax Collector any personnel or consultants employed or retained by the Architect for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or actions relating to, or arising out of, the design or construction of the Project at an hourly rate based on the attached Rate Schedule.
- m. The Architect shall review and transmit to the Tax Collector any as-built drawings furnished by the Construction Manager and verify that the changes were made in accordance with the Tax Collector process for making such changes.
- n. The Architect shall assist the Tax Collector in preparing a list of items (Punch Lists), as identified in the Close-Out Section of the Project Manual, and required to render complete, satisfactory and acceptable the construction services required for the Construction Manager to complete the Project within a two-week duration.
- o. The Architect shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the Architect or its consultants, or both. Any omission discovered after the 100% completion drawing should be resolved within 15 business days by the Architect and at no cost to the Tax Collector.
- p. Conduct a meeting with Tax Collector and Construction Manager 60 days prior to substantial completion to review progress.
- q. Once Substantial Completion is achieved, the Architect and the Construction Manager will complete the certified punch list. The Architect will conduct a walk-through inspection verifying that every item on the punch list is completed, verified and signed. The Architect and Construction Manager will perform the second project inspection with the Tax Collector or designee 5 business days prior to the Construction Manager issuing a Notice of Completion. The Architect will issue a final certificate only upon completion of a satisfactory inspection by the Tax Collector and Construction Manager.
- r. Conduct a joint review with Tax Collector representative(s) (Project Coordinators) to determine if

the Project is substantially complete, and a final inspection to determine if the Project has been fully completed in substantial accordance with the contract documents, and the Construction Manager has fulfilled all of their obligations thereunder, so that the Architect may recommend approval, in writing, of final payment to the Construction Manager.

- s. Prior to the submission of requests for final payment, the Construction Manager and the Architect will conduct a project close-out session with the Tax Collector and staff, ensuring that the Tax Collector is satisfied with the Project. At a minimum, the close-out session shall include: 1) Review of project documents; 2) Inventory of transmittals; 3) Review of punch list; and 4) Final joint site inspection.
- t. The Architect shall meet with the Owner or designated representative promptly after Substantial Completion to review the need for facility operation services.
- u. Upon request of the Tax Collector and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Tax Collector's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Tax Collector.
- v. **As-Built Drawings:** - The Architect shall perform the services for preparation and delivery of film reproducible as-built drawings to the Tax Collector, specifically including, but not limited to the following:
  - i. Review the coordination, observation, cross referencing and the performance of field surveys, as required to verify as-built drawings, received from the Construction Manager.
  - ii. Make necessary red line mark-ups to reproducible documents to reflect actual facilities installed and/or constructed and return to the Construction Manager for correction.
  - iii. Take all steps necessary to prepare and deliver to the Tax Collector, as-built drawings received corrected from the Construction Manager within the two-month period following the date of final acceptance of the project by the Tax Collector, such period includes the time required by the Construction Manager to prepare, check, make corrections after review by the Architect and re-submit his as-built construction data.
  - iv. The Architect will present to the Tax Collector on disk a copy of all computer aided design drawings produced for projects under the contract.
  - v. **Project Close out:** The Architect will assist the Construction Manager with ensuring that the following requirements are met as they are identified in the Construction Manager Contract. The Construction Manager shall satisfy close-out requirements including providing the Tax Collector with the following:
    - (a) Permits and inspections, including the Certificate of Occupancy, also referred to as the Use of Occupancy Permits;
    - (b) Certificate of Substantial Completion;
    - (c) Certificate of sign-off from Architect, mechanical and electrical engineers, and structural and civil engineers. This will include a final inspection report from the MEP and structural engineer;

- (d) Final Property survey;
- (e) Maintenance Bond (if applicable);
- (f) Final Lien waivers from each subcontractor and a general release of lien from the Construction Manager;
- (g) Warranties and operating and maintenance manuals (O&Ms);
- (h) Roofing and flashing warranties;
- (i) Joint Sealant warranties;
- (j) Doors and hardware warranties – O&Ms;
- (k) Flooring – Carpet, vinyl composition tile, sheet, ceramic, epoxy;
- (l) Windows – aluminum, wood, vinyl, steel, O&Ms;
- (m) Curtain wall and storefront work including anti-chalking of aluminum, color retention of members, air/water infiltration;
- (n) Waste compactor and trash chute, O&Ms;
- (o) Window covering;
- (p) Toilet and bath accessories, O&Ms;
- (q) Transmittal of trades, provided in three-ring binders;
- (r) Plumbing and mechanical and O&Ms including air and water balancing reports;
- (s) Electrical and O&Ms;
- (t) Elevator & O&Ms;
- (u) Data Communication;
- (v) Data and Telephone Communication;
- (w) Data and Telephone cabling test results;
- (x) Attic Stock;
- (y) Extra flooring materials;
- (z) Extra cans of paint in various colors;
- (aa) Hardware;
- (bb) Toilet accessories;
- (cc) Sealants;
- (dd) Masonry materials – brick, concrete masonry unit (CMU);
- (ee) HVAC – spare filters, fusible links;

- (ff) Plumbing – filters, trim;
- (gg) Fire Protection – sprinkler heads, fire extinguishers;
- (hh) Electrical parts – wiring devices, fixture lenses, lamps;
- (ii) Start-up and Test Reports;
- (jj) Boilers;
- (kk) Chillers;
- (ll) Air-handling units-(AHUs);
- (mm) Makeup air unit (MUAU);
- (nn) Water Treatment;
- (oo) Balance reports for air and water;
- (pp) Fireman's test report;
- (qq) Valve charts, tags, piping and equipment identification, directories;
- (rr) As-Built drawings.

10. **Duties, Obligation and Responsibilities of the Tax Collector** – The Tax Collector shall perform the following duties, obligations and responsibilities:

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

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

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

- ii. Design Development: \_\_\_\_\_ %
- iii. Construction Documents: \_\_\_\_\_ %
- iv. Construction Administration: \_\_\_\_\_ %

- b. The Architect shall issue monthly invoices, on or about the same day each month. Payments on account of services rendered and for incurred Reimbursable Expenses, as described in paragraph 12e, below, shall be made monthly upon presentation of the Architect's statement of services.
- c. In the event that the Tax Collector becomes credibly informed that any representations of the Architect relating to payment are wholly or partially inaccurate, the Tax Collector may withhold payment of sums then or in the future otherwise due to the Architect until the inaccuracy, and the cause thereof, is corrected to the Tax Collector's reasonable satisfaction.
- d. The Tax Collector shall make payment to the Architect, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII ("Local Government Prompt Payment Act") shall be made to the following address:  
Accounting@AlachuaCollector.com
- e. Reimbursable Expenses must be authorized in advance by the Tax Collector. Reimbursable Expenses are subject to conditions, restrictions, and limitations of §112.061, Florida Statutes. Reimbursable expenses may include actual expenditures made by the Architect or their employees, for the following items as necessary and appropriate for the Project:
  - i. Expenses for travel in connection with the Project, based on §112.061(7) and (8), Florida Statutes, or their successor.
  - ii. Fees paid for securing approval of authorities having jurisdiction over the Project.
  - iii. Reproductions, postage and handling of drawings and specifications.

### 13. **Project Records**

- a. Any document submitted to the Tax Collector may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011, Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.
- b. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Architect shall keep and make available to the Tax Collector for inspection and copying, upon written request by the Tax Collector, all records in Architect's possession relating to this Contract. Additionally, the Architect shall make said records available, upon written request by the Tax Collector, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

- c. During the term of this Contract, Architect may claim that some or all of Architect's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Architect in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Architect shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the Tax Collector shall use its best efforts to maintain the confidentiality of the information properly identified by the Architect as "Confidential Information" or "CI".
- d. The Tax Collector shall promptly notify the Architect in writing of any request received by the Tax Collector for disclosure of Architect's Confidential Information and the Architect may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Architect shall protect, defend, indemnify, and hold the Tax Collector, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Architect shall investigate, handle, respond to, and defend, using counsel chosen by the Tax Collector, at Architect's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Architect shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Contract or license, the provisions of this paragraph shall continue to survive. Architect releases the Tax Collector from claims or damages related to disclosure by the Tax Collector.
- e. If Architect refuses to perform its duties under this section within 14 calendar days of notification by the Tax Collector that a demand has been made to disclose Architect's CI, then Architect waives its claim that any of its information is CI, and releases the Tax Collector from claims or damages related to the subsequent disclosure by the Tax Collector.
- f. In accordance with Section 119.071(2), Florida Statutes, the Architect shall:
  - (1) Keep and maintain public records required by the Tax Collector to perform the service.
  - (2) Upon request from the Tax Collector's custodian of public records, provide the Tax Collector 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.
  - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Architect does not transfer the records to the Tax Collector.
  - (4) Upon completion of the contract, transfer, at no cost, to the Tax Collector all public records in possession of the Architect or keep and maintain public records required by the Tax Collector to perform the service. If the Architect transfers all public records to the Tax Collector upon completion of the contract, the Architect shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Architect keeps and maintains public records upon completion of the contract, the Architect shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Tax Collector, upon request from the Tax Collector's custodian of public records, in a format that is compatible with the information technology systems of the Tax Collector.

IF THE ARCHITECT HAS QUESTIONS REGARDING THE APPLICATION OF  
CHAPTER 119, FLORIDA STATUTES, TO THE ARCHITECT'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JIM OUSLEY, FACILITIES & SPECIAL PROJECTS ADMINISTRATOR, (352) 337-6234, JIMOUSLEY@ALACHUACOLLECTOR.COM, 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601

14. **Personnel** – The Architect will assign only qualified personnel to perform any service concerning this Contract. At the time of execution of this Contract, the parties anticipate the individuals will perform those functions as indicated on Attachment B. So long as such individuals remain actively employed or able to be retained by the Architect, they shall perform the functions indicated next to their names. The Tax Collectors' Project Manager may approve, in writing, modifications to personnel.
15. **Notice** – Except as otherwise provided in this Contract, any notice of termination or default by either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Architect's and Tax Collector's representatives are:

Tax Collector:            Jim Ousley  
Facilities & Special Projects Administrator  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
JimOusley@AlachuaCollector.com

Architect:                Name  
Address  
City/State/Zip

All project correspondence should be submitted on a transmittal document and addressed to:

Alachua County Tax Collector  
Attn: Jim Ousley, Project Administrator  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
JimOusley@AlachuaCollector.com

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

The Tax Collector may terminate the Contract without cause by first providing at least thirty (30) days written notice to the Architect prior to the termination date. The Tax Collector Tax Collectors' Project Manager is authorized to provide written notice of termination on behalf of the Tax Collector. Upon such notice, Architect will halt work and wind down operations. In the event of such termination for convenience, Architect's recovery against Tax Collector shall be limited to that portion of the Contract amount earned through the date of termination, and reasonable termination expenses incurred, but

Architect shall not be entitled to any other or further recovery against Tax Collector, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

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

17. **Insurance** – The Architect shall procure and maintain insurance throughout the entire term of this Contract of the types and in the minimum amounts detailed in **Exhibit A** and shall provide a current Certificate of Insurance showing compliance with these requirements in the manner shown in **Exhibit A** attached hereto.
  18. **Permits** – The Construction Manager will obtain and pay for all necessary permits, permit application fees, licenses or any fees required that may in any way affect the work outlined in this Contract. If the Construction Manager is not familiar with state and local laws, ordinances, code rules and regulations, the Construction Manager remains liable for any violation and all subsequent damages or fines.
  19. **Laws and Regulations** – The Architect will comply with applicable laws, ordinances, regulations and building code requirements applicable to the work required by this Contract. The Architect is presumed to be familiar with all federal, state and local laws, ordinances, code rules and regulations.
  20. **Indemnification** - The Architect agrees to indemnify and hold harmless the Tax Collector, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Architect and other persons employed or utilized by the Architect in the performance of the contract. Architect agrees that indemnification of the Tax Collector shall extend to any and all work performed by the Architect, its subcontractors, employees, agents, servants or assigns.
- Nothing contained herein shall constitute a waiver by the Tax Collector of sovereign immunity or the provisions or the limits of liability of §768.28, Florida Statutes.
21. **Assignment** – Neither party will assign or transfer any interest in this Contract without prior written consent of the other party.
  22. **Successor and Assigns** – The Tax Collector and Architect each bind the other and their representatives in all respects to all of the terms, conditions, covenants, and provisions of this Contract.
  23. **Independent Contractor** – In the performance of this Contract, the Architect is acting in the capacity of an independent contract and not as an agent, employee, partner, joint venture, or associate of the Tax Collector. The Architect is solely responsible for the means, method, technique, sequence, and procedure utilized by the Architect in the full performance in the preparation of the Contract.
  24. **Collusion** – By signing this Contract, the Architect declares that this Contract is made without any previous agreement or connections with any persons, professionals or corporations and that this Contract is fair, and made in good faith without any collusion or fraud.
  25. **Conflict of Interest** – The Architect warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Contract. The Architect shall

notify the Tax Collector of any conflict of interest due to any other clients, contracts, or property interests.

26. **Prohibition Against Contingent Fees** – The Architect warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Architect to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company corporation, individual, or firm, other than a bona fide employee working solely for the Architect any fee, commission, percentage, gift, or other contingent upon or resulting from the award or making of this Contract.
27. **Third Party Beneficiaries** – This contract does not create any relationship with, or any rights in favor of, any third party.
28. **Severability** – If any provision of this a Contract is declared void by a court of law, all other provisions will remain full force and effect.
29. **Non Waiver** – The failure of any party to exercise any right in this Contract shall not be considered a waiver of such right.
30. **Governing Law and Venue** – This Contract is governed in accordance with the laws of the State of Florida, notwithstanding its conflict of laws provisions. Venue shall be in Alachua County.
31. **Attachments** – All exhibits attached to this Contract are incorporated into and made part of this Contract by reference.
32. **Amendments** – The parties may amend this Contract only by mutual written consent of the parties.
33. **Captions and Sections Heading** – Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.
34. **Construction** – This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties.
35. **Counterparts** – This Contract may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and same instrument.
36. **Entire Agreement** – This Contract constitutes the entire Contract and supersedes all prior written or oral agreements, understandings, or representations.
37. **Additional Services** – In the event that the Tax Collector desires Architect to perform additional services not specifically contained in the Scope of Services, the parties shall enter an addendum to this contract to provide for the provision of such additional services by Architect and, therefore, payment by the Tax Collector.

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

**ALACHUA COUNTY TAX COLLECTOR**

By: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE

**ARCHITECT**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print name

Date: \_\_\_\_\_

Attest (by Corporate Officer)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print name

SAMPLE

## **PAYMENT BOND**

### **CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

### **SURETY**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

### **OWNER (OBLIGEE)**

NAME: Alachua County Tax Collector

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

### **CONTRACT DETAILS**

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

### **BOND**

BOND NUMBER:

DATE:

AMOUNT:

### **KNOW ALL MEN BY THESE PRESENTS:**

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Alachua County Tax Collector, Florida, as Obligee, hereinafter called the Tax Collector, in the amount

identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to section 225.05, F.S., and claimants must comply with the notice and time limitations of section 225.05(2). F.S.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with the Alachua County Tax Collector, which contract documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR (PRINCIPAL)**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_

Witnesses as to Contractor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

by \_\_\_\_\_, as \_\_\_\_\_ of

\_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation.

He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification.

Notary Public (Signature) \_\_\_\_\_

Printed Name \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**SURETY**

SIGNATURE:

\_\_\_\_\_

SEAL

PRINTED NAME AND TITLE: \_\_\_\_\_ ATTORNEY IN FACT \_\_\_\_\_

## **PERFORMANCE BOND**

### **CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

### **SURETY**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

### **OWNER (OBLIGEE)**

NAME: The Alachua County Tax Collector

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5236

### **CONTRACT DETAILS**

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

### **BOND**

BOND NUMBER:

DATE:

AMOUNT:

### **KNOW ALL MEN BY THESE PRESENTS:**

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Tax Collector of Alachua County, Florida, as Obligee, hereinafter called the Tax Collector, in the

amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with the Tax Collector, which contract documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and Tax Collector, at the times and in the manner prescribed in the Contract; and
2. pays Tax Collector all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that Tax Collector sustains as a result of default by Contractor under the Contract; and
3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;

then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by Tax Collector to be, in default under the Contract, and Tax Collector having performed Tax Collector 's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if Tax Collector elects, upon determination by Tax Collector and Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and Tax Collector, and make available as work progresses sufficient funds, paid to Tax Collector, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Tax Collector named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the

specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR (PRINCIPAL)**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witnesses as to Contractor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation.

He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification.

Notary Public (Signature) \_\_\_\_\_

Printed Name \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**SURETY**

SIGNATURE:

\_\_\_\_\_

SEAL

PRINTED NAME AND TITLE: \_\_\_\_\_ ATTORNEY IN FACT \_\_\_\_\_