

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of November, by and between Paul Stresing Associates, Inc. a for-profit corporation duly authorized to conduct business in the State of Florida, whose address is 14617 Main Street, Alachua, Florida 32615, hereinafter called "CONSULTANT" and City of Alachua, a municipality in Alachua County, by and through its City Commission, hereinafter referred to as "CITY", whose address is City of Alachua, City Hall, P.O. Box 9, Alachua, Florida 32616.

WITNESSETH:

WHEREAS, CITY has identified the need to retain a Professional Design Services and Construction Support Services consulting firm to assist City personnel;

WHEREAS, CITY issued a Request for Proposals (RFP) # 2016-02, on October 3, 2015, (Exhibit A);

WHEREAS, CITY received five (5) replies from consultants by the advertised deadline on October 29, 2015 in response to the RFP;

WHEREAS, CONSULTANT submitted a Proposal, dated October 29, 2015, (Exhibit B);

WHEREAS, the City Commission on November 9, 2015, accepted the ranking of the Selection Committee for the top three (3) firms;

WHEREAS, CONSULTANT is competent and qualified to furnish professional services to CITY and desires to provide professional services according to the terms and conditions stated herein;

WHEREAS, CITY has followed the selection process in accordance with the Consultants Competitive Negotiation Act (CCNA), Chapter 287.055, Florida Statutes; and

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CITY and CONSULTANT agree as follows:

1. **SERVICES (Work)** CITY does hereby retain CONSULTANT to furnish professional services and perform those tasks described in RFP #2016-02 and the included Scope of Services attached hereto as Exhibit A and as modified via any Addenda attached thereto. The Proposal submitted by CONSULTANT Exhibit B, incorporated herein and made a part hereof as an inducement to CITY to enter this Agreement and it is acknowledged by CONSULTANT that said Proposal is a binding obligation to perform as set forth therein consistent with the Scope of Services and all other terms of this Agreement and other contract documents. This Agreement standing alone does not authorize the performance of any work. Work is only authorized after a Purchase Order and a Notice to Proceed, forms combined as Exhibit C, are issued by CITY and delivered by email to CONSULTANT.

2. **COMPENSATION (FEES)**

a) **PHASE I.**

Two Hundred Thousand Dollars (\$200,000.00), Lump Sum fee (excludes survey, geotechnical, permitting fees, threshold inspections, blue prints expenses and other industry standard services or costs).

b) **PHASE II.**

Construction Support Services, Eighty Five Thousand Dollars (\$85,000), Lump Sum Fee if authorized by Change Order.

3. **CONTRACT TIMES AND COMPLETION SCHEDULE**

PHASE I

- | | |
|---|------------------------------------|
| • City Commission Approval | Monday, November 9, 2015 |
| • Contract Date, Notice to Proceed (NTP) & Coordination Kick-Off Meeting | Tuesday, November 10, 2015 |
| • 30% Design Submission & Two Coordination Meetings | Monday, November 30, 2015 |
| • 60% Design Submission & Two Coordination Meetings | Thursday, December 24, 2015 |
| • 90% Construction Document Submission, Plan Review Meeting & Coordination Meeting (if necessary) | Thursday, January 21, 2016 |
| • 100% Submission of Construction Documents | Monday, February 1, 2016 |
| • Bidding Documents & Process | February 15, 2016 – March 15, 2016 |
| • Contract Review | March 15, 2016 – March 31, 2016 |

Consultant shall be responsible for submitting to City for consideration an approval Change Order to extend time for completion, otherwise, all authorized work must be completed by the dates established and as set forth above or as established by an existing Change Order.

PHASE II

- | | |
|---|---------------------------------|
| • Estimated Construction Support Services | March 31, 2016 – March 31, 2017 |
| • Estimated Substantial Inspection | February 28, 2017 |
| • Estimated Final Inspection | March 31, 2017 |
| • Estimated Post Occupancy Warranty Inspection (11 Month) | February 28, 2018 |

4. INCREASE OR DECREASE IN SERVICES

- a) CITY shall have the right to either increase or decrease the services to be provided by CONSULTANT as outlined in this Agreement, at any time and for any reason, upon written notice to CONSULTANT as prescribed in Paragraph 25. In the event that an addition to the Work is negotiated, CONSULTANT shall be fully compensated. In the event that a reduction to the Work is requested, CONSULTANT shall be fully compensated for Work performed thus far. All modifications to Work must be by Change Order executed by both CITY and CONSULTANT. CITY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY.
- b) City Department Directors are authorized to initiate Change Orders and serve as Project Managers; however, the City Manager or Designee must sign and approve Change Orders and amendments and modifications to this Agreement in accordance with adopted and then existing Purchasing Policy and Regulations of CITY.

5. CHANGE ORDER A Change Order, on the form attached as Exhibit D, processed as set forth in Sec. 6.09 of the city [Purchasing and Sales Policy and Regulations](#) and executed by CONSULTANT and CITY is required to affect any modification or clarification of the Scope of Work set forth in this Agreement. A Change Order is required to change a time of completion and is also to be issued to document and establish a completion date has occurred.

- a) Changes of Contract Times
 - (1) The Contract Times may only be changed by a Change Order. Any Claim for a change order for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the other party to the Contract in accordance with the provisions of Paragraph 25.
 - (2) Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Paragraph 4 a) (1) and (2).
- b) Delays
 - (1) Where Consultant is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Consultant, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in this Paragraph 4.
 - (2) If Owner or other Consultants or utility owners performing other work directly for Owner or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, Consultant shall be entitled to an equitable adjustment in the Contract Times.
 - (3) If Consultant is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Consultant, or other causes not the fault of and beyond control of Consultant, then Consultant shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Consultants ability to complete the Work within

the Contract Times. Such an adjustment shall be Consultant's sole and exclusive remedy for the delays described in this Paragraph.

- (4) Owner and their elected officials, employees, agents, consultants or subConsultants shall not be liable to Consultant for any claims, costs, losses or damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) sustained by Consultant on or in connection with any other project or anticipated project.
- (5) Consultant shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Consultant. Delays attributable to and within the control of a subConsultant or Supplier Consultant shall be deemed to be delays within the control of Consultants.

6. **TIME IS OF THE ESSENCE/LIQUIDATED DAMAGES** The parties recognize and agree that the times set forth in this Agreement are critical to the design and completion of the project described in RFP# 2016-02 and that financial loss will be experienced by CITY if time limits as set forth in Paragraph 2 and/or as established by Change Order are not met. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONSULTANT Agree that as liquidated damages for delay (but not as a penalty), CONSULTANT shall pay CITY One Hundred Dollars and No Cents (\$100.00) for each day that expires after the time specified in the Agreement, or Change Order, until Work is completed and ready for final payment.

Further, CITY reserves and shall have the right to cancel this Agreement by sending notice to CONSULTANT as provided in Paragraph 25, retain the services of another consultant or consultants to complete the unfinished Work and elect to proceed, in whole or part as provided for in Paragraph 12.

7. **COMPENSATION** CITY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either an Hourly Rate Basis with a not to exceed amount or for a Lump Sum. If Work is approved on an Hourly Rate Basis, CONSULTANT shall be compensated in accordance with the Rate Schedule attached as Exhibit E. If Work is issued under a Lump Sum Basis, the applicable Lump Sum Fee amount shall include any and all reimbursable expenses except as set forth in paragraph 2.
8. **REIMBURSABLE EXPENSES** If Work is approved on an Hourly Rate Basis, reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable Not-to-Exceed or Limitation of Funds amount and to conditions, restrictions and limitations of Section 112.061, Florida Statute. Reimbursable expenses may include actual expenditures made by CONSULTANT, employees or professional associates in the interest of the Project for the expenses listed in the following paragraphs:

9. **GENERAL TERMS OF PAYMENT AND BILLING**

- a) Payments for all sums properly invoiced shall be made upon satisfactory completion of work required hereunder. Upon final acceptance of the work by CITY, CONSULTANT may invoice CITY for the full amount of compensation provided for under the terms of this Agreement, less any amount already paid by CITY. CITY shall pay CONSULTANT within forty-five (45) days from receipt of a correct invoice.

- b) CITY shall have the right to audit the books and records of CONSULTANT or its subconsultant(s) concerning any work performed under this Agreement. Such audit may occur during the term of the Agreement or at other such times as set forth herein. All such books and records shall be maintained by CONSULTANT for a period of three years from the date of final payment under the contract and by any subconsultant of CONTRACTOR for three years after the final payment under the subcontract. Any such audit will take place at the office of CONSULTANT or at the offices of CITY and be held, as to time and place, based on mutual agreement of the parties. Total compensation due CONSULTANT will be determined by CITY during and subsequent to the described audit and payment due CONTRACTOR or refund due CITY shall be paid to the other within thirty (30) days of written notice as provided in Paragraph 25.

10. PAYMENT AND BILLING

- a) As a condition precedent for any payment, CONSULTANT shall submit monthly an invoice to CITY detailing and requesting payment for services properly rendered and expenses due. CONSULTANT's invoice shall describe with reasonable particularity each service rendered, the percent of each task completed, the time expended if such services were rendered pursuant to an hourly rate and the persons rendering such service. CONSULTANT's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought, as CITY may require. Each invoice shall bear the signature of CONSULTANT, which signature shall constitute CONSULTANT's representation to CITY that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided are for a public purpose, that all obligations of CONSULTANT covered by prior invoices have been paid in full, that the amount requested is currently due and owing and there being no reason known to CONSULTANT that payment of any portion thereof should be withheld. Submission of CONSULTANT's invoice for final payment will be clearly marked Final Invoice and shall further constitute CONSULTANT's representation to CITY that, upon receipt by CONSULTANT of the amount invoiced, all obligations of CONSULTANT to others, including its consultants, incurred in connection with the services provided will be paid in full.
- b) If the Work to be performed pursuant to a Change Order is clearly defined in advance of the work effort, the Change Order shall, at the sole discretion of CITY, be issued on a Lump Sum Basis. Upon CONSULTANT's acceptance of the Change Order, CONSULTANT shall perform all work required by the Change Order, but in no event, shall CONSULTANT be paid more than the negotiated Lump Sum Fee amount stated therein.
- c) If the Work to be performed by a Change Order is not clearly defined, the Change Order may, at the sole discretion of CITY, be issued on an Hourly Rate Basis and contain a Not-to-Exceed amount. Upon CONSULTANT's acceptance of the Change Order, CONSULTANT shall perform all work required by the Change Order but, in no event, shall CONSULTANT be paid more than the Not-to-Exceed amount stated therein.
- d) If the Work to be performed by a Change Order is not clearly defined, the Change Order may, at the sole discretion of CITY, be issued on an Hourly Rate Basis and contain a Limitation of Funds amount. Upon CONSULTANT's acceptance of the Change Order, CONSULTANT shall perform all Work required by the Change Order but, in no event, shall CONSULTANT be authorized to exceed that amount without the prior written approval of the CITY. Said approval, if given by CITY, shall indicate a new Limitation of Funds amount. CONSULTANT

shall advise CITY whenever the CONSULTANT has incurred expenses on any Change Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

- e) For Change Orders issued on a Lump Sum Basis, CONSULTANT may invoice the amount due based on the percentage of total Change Order services actually performed and completed but in no event shall the invoice amount exceed a percentage of the Lump Sum Fee amount, equal to a percentage of the total services actually completed.
- f) For Change Orders issued on an Hourly Rate Basis with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount, equal to a percentage of the total services actually completed.
- g) For Change Orders issued on an Hourly Rate Basis with a Limitation of Funds amount, CONSULTANT may invoice the amount due for services actually performed and completed.
- h) CITY shall make payments to CONSULTANT when requested as work progresses for services furnished but not more than once monthly. CONSULTANT shall render to CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of CONSULTANT, CONSULTANT's Work Order Number, Purchase Order Number and all other information required by this Agreement.
- i) Invoices shall be reviewed and approved by the Project Manager prior to processing for payment. The original invoice shall be sent by email:

Project Manager
City of Alachua
Email: aboukari@cityofalachua.com

11. RESPONSIBILITIES OF THE CONSULTANT

- a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, calculations, reports, data, designs, drawings, plans, plats, maps, surveys, specifications, cost estimates and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in the work.
- b) Neither by CITY review, approval or acceptance of, nor payment for, any services provided shall be construed to operate as a waiver of any rights under this Agreement, nor of any cause of action arising out of the performance of this Agreement. CONSULTANT shall be and always remain liable to CITY in accordance with applicable law for any and all damages to CITY caused by CONSULTANT'S negligent or wrongful performance of any of the services furnished under this Agreement.

12. OWNERSHIP OF DOCUMENTS

- a) Upon project completion and payment of all fees due CONSULTANT, CONSULTANT shall deliver to CITY and CITY shall have the unlimited rights, for the benefit of the City, in all original drawings, designs, specifications, notes and other CONSULTANT work produced in the performance of this Agreement or in contemplation thereof and all record and sealed drawings produced after completion of the work, including the right to use same in furtherance of any other City work. All work prepared by CONSULTANT pursuant to this Agreement shall be instruments of service for the project. They are not intended or represented to be

suitable for reuse by CITY or any others for any other project. Reuse for another project without written verification or adoption by CONSULTANT for a specific purpose will be at CITY'S risk. Any such verification or adaptation, if required by CITY of CONSULTANT will entitle CONSULTANT to further compensation at rates to be agreed by CITY and CONSULTANT. The original set and one additional copy of sealed plans and specifications shall be delivered to and become the property of CITY upon completion of Phase I of the work by CONSULTANT and the original and one additional copy of record sealed drawings will be delivered to CITY within 60 days of completion of Phase III.

- b) Further, in addition to the hard copies described, an electronic copy will be sent by email to the project manager.

13. TERMINATION

- a) CITY may by giving written notice to CONSULTANT in the form prescribed in Paragraph 25, terminate this Agreement or any Purchase Order and Notice to Proceed issued hereunder, in whole or in part, immediately, for cause, due to the failure of CONSULTANT to fulfill its Agreement obligations. CITY shall be the sole judge of non-performance. The City Manager is authorized to terminate this Agreement on behalf of CITY. Upon receipt of such written notice, CONSULTANT shall:
 - (1) Immediately discontinue all services affected unless the notice directs otherwise, and
 - (2) Promptly deliver to CITY all work and any and all other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether complete or in the process of completion.
- b) CONSULTANT shall be paid compensation for Work performed to the date of termination within thirty (30) days after delivery of such work and upon receipt of a correct invoice. If this Agreement calls for the payment based on a Lump Sum Basis, CITY shall pay the CONSULTANT no more than a percentage of the Lump Sum Basis amount equivalent to the percentage of the completion of work.
- c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, CITY may take over the work and ensure its completion in a manner that is in the best interest of CITY. In such case, CONSULTANT shall be liable to CITY for all reasonable additional costs occasioned to CITY. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees and persons or entities of a similar type or nature. Exculpatory causes may include acts of God, civil disturbance, acts of CITY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but to qualify as exculpatory, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.
- d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of CITY. In such event, payment to CONSULTANT shall be made as provided in subsection b) of this Paragraph.
- e) **If funds to finance this Agreement are not available or become unavailable, CITY may terminate the Agreement with no less than twenty-four hours notice to CONSULTANT as prescribed in Paragraph 25. CITY will be the final authority as to the availability of**

funds. CITY will pay CONSULTANT for all work completed prior to any notice of termination.

- f) The rights and remedies of CITY provided for in this Agreement are in addition and supplemental to any and all other rights and remedies provided by law.

14. **AGREEMENT PURCHASE ORDER, NOTICE TO TO PROCEED AND CHANGE ORDER IN CONFLICT** Whenever the terms of this Agreement conflict with any Purchase Order, Notice to Proceed or Change Order issued pursuant to it, the Agreement shall prevail.
15. **NO CONTINGENT FEES** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from award or making of this Agreement. CITY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover full amount of such fee, commission, percentage, gift, or consideration for breach or violation of this provision,
16. **CONFLICT OF INTEREST**
- a) CONSULTANT agrees it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that creates a conflict of interest in the performance of its obligations pursuant to this Agreement with CITY.
 - b) CONSULTANT agrees it will neither take any action nor engage in any conduct that causes any CITY employee to violate the provisions of Chapter 112 Florida Statutes, relating to ethics in government or the [Purchasing and Sales Policy and Regulations of the CITY](#).
 - c) In the event CONSULTANT causes or in any way promotes or encourages a CITY officer, employee or agent to violate Chapter 112 Florida Statutes or the [Purchasing and Sales Policy and Regulations](#) CITY shall have the right to terminate this Agreement pursuant to Paragraph 12.
17. **ASSIGNMENT** This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party.
18. **SUBCONTRACTORS** In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractor or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of CITY. If subcontractor or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT is fully responsible for the services of subcontractors or other professional associates.
19. **INDEMNIFICATION** CONSULTANT agrees to indemnify and hold harmless the CITY, and its officers and employees, from claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney fees, to the extent caused by the failure of CONSULTANT, its subcontractors, employees, agents or other business associates or other persons employed or utilized by CONSULTANT in the performance of the contract.
20. **INSURANCE** CONSULTANT will, for the life of this agreement, maintain insurance in the types and amounts detailed in Exhibit F. CONSULTANT will provide CITY with Certificates of Insurance that demonstrate coverage in at least the types and amount required herein, CITY shall be named as an additional insured and CITY shall be notified in writing at least thirty (30) days before any such insurance is cancelled. CONSULTANT hereby certifies that all subcontractors will comply with the same insurance requirements.

- a) Obligations - Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, agents or others of liability from any obligation under this Paragraph or any other part of this Agreement.

21. **MODIFICATIONS, AMENDMENTS OR ALTERATIONS** No modification, amendment or alteration of this Agreement shall be effective unless contained in a written document agreed to and executed by both parties.
22. **INDEPENDENT CONTRACTOR** CONSULTANT is recognized and agreed to be a contractor of CITY and nothing contained in this Agreement shall be interpreted otherwise.
23. **NON EMPLOYEE STATUS** Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim for workers compensation, unemployment compensation or other rights or privileges granted to CITY officers and employees.
24. **SERVICES NOT PROVIDED FOR CITY** shall honor no claim for services furnished by the CONSULTANT except as specifically provided for herein.
25. **COMPLIANCE WITH LAWS AND REGULATIONS** CONSULTANT shall exercise usual and customary professional care in its efforts to abide by all statutes, laws, ordinances, rules and regulations pertaining to or regulating the provisions of, such services, including those now in effect and hereafter adopted. CONSULTANT shall secure all licenses or permits required by law or regulations and shall comply with all ordinances, laws, orders, rules and regulations pertaining to its work hereunder. Any violation of said statutes, laws, ordinances, rules or regulations shall entitle CITY to terminate this Agreement immediately, for cause, upon written notice in the form prescribed in Paragraph 25.
26. **NOTICE** Any notice under this Agreement must be in writing, sent by Email, addressed to the party for whom it is intended at the address last specified herein. The address for giving of notice shall remain until it has been changed by written notice in compliance with the provisions of this Paragraph. For the present, the parties designate the following as the respective addresses for giving of notice:
- FOR CITY:
- Donna Smith, Purchasing Specialist• Email Address - dsmith@cityofalachua.org
- FOR CONSULTANT:
- CONSULTANT name, title, and Email address
27. **SUCCESSORS AND ASSIGNS** CITY and 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.
28. **THIRD PARTY BENEFICIARIES** This Agreement does not create any relationship with, or any rights in favor of, any third party.
29. **NON-WAIVER** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
30. **GOVERNING LAW AND VENUE** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
31. **ATTACHMENTS** All exhibits attached or otherwise incorporated in this Agreement are and made a part of this Agreement by reference.
32. **AMENDMENTS** The parties may amend this Agreement only by mutual written agreement of the parties with the same formality and of equal dignity herewith.

33. **CAPTIONS AND PARAGRAPH HEADINGS** Captions and Paragraph headings used herein are for convenience only and shall not be used in construing this Agreement.
34. **CONSTRUCTION** This Agreement 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. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
35. **COLLUSION AND BLACKOUT PERIOD** CONSULTANT declares that this Agreement is fair and made in good faith and that there has been no communication, directly or indirectly, with any person or entity that was or is designed or intended to lessen, undermine or adversely affect the competitive process set forth in Request for Proposal #2015-04 or this resulting Agreement. Blackout, Ethics and all other provisions of the City Policy and Regulations Manual (See Paragraph 38 of this agreement) apply in this and all contract provisions.
36. **RIGHTS AT LAW RETAINED** The rights and remedies of CITY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided bylaw.
37. **SOVEREIGN IMMUNITY** Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the State of Florida or of CITY beyond the limited waiver provided in Florida Statutes 768.28.
38. **PUBLIC RECORDS** CONSULTANT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the CONSULTANT in conjunction with this Contract. Specifically, the CONSULTANT must:
- a) Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the services being performed by the CONSULTANT.
 - b) Provide the public with access to public records on the same terms and conditions CITY would provide the records and at a cost not to exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to CITY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the information technology systems of CITY.

The CONSULTANT shall promptly provide CITY with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide CITY a copy of the CONSULTANT's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by CITY.

THIS PROVISION WILL APPLY TO ALL SERVICE PROVIDED UNLESS THE CONSULTANT CAN DEMONSTRATE BY CLEAR AND CONVINCING EVIDENCE THAT IT IS NOT ACTING ON BEHALF OF CITY UNDER FLORIDA LAW.

39. **ADHERENCE TO PURCHASING AND SALES POLICY AND REGULATIONS.** All CONSULTANT proposals and performance of the work must strictly comply with the PURCHASING AND SALES POLICY AND REGULATIONS manual, which can be found at the City website at www.cityofalachua.org or by holding the Control Key down and clicking on the word "[link](#)".
40. **ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings or representations.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 2015, for the purposes stated herein.

CITY OF ALACHUA

By: _____
Traci L. Gresham, City Manager /Clerk

As authorized for execution by the City Commission at its _____, 2015 meeting.

CONSULTANT

By: _____
Paul Stresing Associates, Inc./President

EXHIBIT A

**RFP # 2016-02
Design Services for Multipurpose Center and Related
Facilities**

Attached at Contract Execution

EXHIBIT B
CONSULTANT'S PROPOSAL

Attached at Contract Execution

15100 NW 142nd TERRACE
ALACHUA, FL 32615
386/418-6105 Fax 386/418-6107

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DELIVER TO

| Ordered | Due By | Ship Via | POB | Terms | Customer# | |
|-----------------|------------|--------------|-------------|------------|-----------|-------------|
| | | | | | | |
| Requisition No. | Vendor No. | Vendor Phone | Vendor Fax | | | |
| | | | | | | |
| No | Quantity | U/M | Description | Unit Price | Extended | G/L Account |
| | | 1 1 1 | | | | |

~~SPECIAL INSTRUCTIONS:~~

1. Mail Invoices to: CITY OF ALACHUA
PO BOX 9
ALACHUA FL 32616-0009
ATTN:ACCOUNTS PAYABLES
2. Invoices & Packages must bear the P.O. No. above.
3. Purchases may not exceed the total amount of this order without prior approval by the Purchasing Div.
4. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. State Tax Exempt#: 85-8012595867C-6 FİN: 59-6000262
6. If you have questions, please call 386-418-6105

EXHIBIT C

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CITY OF ALACHUA

Notice to Proceed

Date: _____

Project: _____

Owner: City of Alachua Owner P.O. # _____

Contract: CoA/ Vendor Project # _____

Vendor: _____

Vendor Address: _____

City: _____ State _____ Zip Code: _____

You are notified that the Contract Time under the above Contract will commence to run on _____, 2015. You are to start performing your obligation under the Contract Documents. In accordance with _____ of the _____, the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____.

Before you may start any Work at the Site, Paragraph 21 of the General Conditions provides that you must deliver to the City (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance you are required to purchase and maintain in accordance with the Contract Documents.

(If Applicable) You must also provide the Payment and Performance Bonds for the project before starting any Work at the Site.

Owner: CITY OF ALACHUA

By: _____

Print Name: _____

Title: _____

Copy to Engineer (If Applicable)

EXHIBIT D
CHANGE ORDER # _____

PURCHASE ORDER NO.: _____

PROJECT NAME: _____

CITY: City of Alachua, a municipality in Alachua County Florida.

PROJECT MANAGER: _____

CONTRACTOR: _____

CONTRACTOR'S ADDRESS: _____
Street Address

City/State/Zip

Execution of this Change Order by CITY shall serve as authorization for the CONTRACTOR to modify the work and/or to change performance date(s) for the above project, as set out in the changed Scope of Work attached as Exhibit "A" hereto. This Change Order shall be an addendum to the Agreement DATED _____, **2015**, between CITY and CONTRACTOR and is further delineated in the specifications, conditions or requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS (Check all that apply):

[] DETAILED CHANGED SCOPE OF WORK FOR PROJECT

CONTRACTOR shall provide said work pursuant to this Change Order and its attachments, which are incorporated herein. All other provisions of the Agreement shall continue in full force and effect.

CHANG IN CONTRACT TIME: The work authorized by this Change Order shall be commenced upon receipt of an amended Purchase Order by CONTRACTOR and contract completion on date shall be increased/reduce by _____ days.

METHOD OF COMPENSATION:

(a) This Change Order is issued on a:

- [] Lump Sum Basis
- [] Hourly Rate Basis with a Not-to-Exceed amount
- [] Hourly Rate Basis with a Limitation of Funds amount
- [] Limited to change of contract performance date(s)

(b) If the compensation is based on a "Lump Sum Basis," then CONTRACTOR shall perform all work required by this Change Order for the sum of __DOLLARS (\$__). In no event shall CONTRACTOR be paid more than the "Lump Sum Fee" Amount.

- (c) If the compensation is based on an "Hourly Rate Basis" with a "Not-to-Exceed" Amount, then CONTRACTOR shall perform all work required by this Change Order for a sum not exceeding _____DOLLARS (\$____). CONTRACTOR compensation shall be based on the actual work required by this Change Order.
- (d) If the compensation is based on an "Hourly Rate Basis" with a "Limitation of Funds" Amount, CONTRACTOR is not authorized to exceed the "Limitation of Funds" amount of _____DOLLARS(\$ _____) without a Change Order accepted and executed by CITY. Such approval, if given by CITY, shall indicate a new "Limitation of Funds" amount. CITY shall compensate CONTRACTOR for the actual work performed under this Change Order.

CITY shall make payment to CONTRACTOR in strict accordance with the payment terms of the above-referenced Agreement and this Change Order.

It is expressly understood by CONTRACTOR that this Change Order, until executed by CITY and the issuance of an amended Purchase Order, does not authorize the performance of any work by CONTRACTOR and that CITY, prior to its execution of the Change Order, reserves the right to authorize a party other than CONTRACTOR to perform the work called for under this Change Order if it is determined that to do so is in the best interest of CITY.

IN **WITNESS WHEREOF**, the parties hereto have made and executed this Change Order on this ____day of _____, 2015, for the purposes stated herein.

(CONTRACTOR)

Witness

By: _____

Title: _____

CITY OF ALACHUA, FLORIDA

Witness

By: _____
Traci L. Gresham, City Manager

Exhibit E
FEE SCHEDULE
Date:

| <u>Staff Type</u> | <u>Hourly Rate</u> |
|---------------------|--------------------|
| Principal Architect | \$175.00/Hr |
| Senior CAD Operator | \$75.00/Hr |
| Clerical | \$50.00/Hr. |
| Multiple of | 1.25% (0.25) |

EXHIBIT F
INSURANCE

A. General

Before starting and until acceptance of the work by CITY, CONSULTANT shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) to (4) inclusive below. All insurance policies herein required of CONSULTANT shall be written by a company duly authorized and licensed to do business in the State of Florida and be executed by agents thereof duly licensed as agents in said State.

The CONSULTANT shall require each of his subConsultants to procure and maintain, until completion of that subConsultant's work, insurance of the types and to the limits specified in paragraphs (1) to (4) inclusive below. It shall be the responsibility of CONSULTANT to ensure that all his subConsultants meet these requirements.

B. Coverage

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. Workers Compensation - Coverage for all employees at the statutory limits in accordance with Florida law.
2. Commercial General Liability – Insurance coverage must be afforded that includes bodily injury, including death and property damage, in an amount not less than \$1,000,000 combined single limit per occurrence. This policy must also cover premises and/or operations, independent Consultants, products and/or completed operations.
3. Business Automobile Policy – Occurrence Coverage must be afforded including coverage for all Owned vehicles, and Hired/Non-Owned vehicles that includes bodily injury and property damage in an amount *not less than* \$1,000,000 per accident and in the aggregate.
4. Professional Liability - Coverage must be afforded, under an occurrence form policy or claims made form in an amount *not less than* \$2,000,000/Architects and Engineers E&O. It is required that Professional Liability Insurance coverage be provided for all acts and omissions that occur during the term of the contract. If this coverage is written as a "claims made" form, proof adequate of extended reporting period coverage is required.

C. Certificates of Insurance

CONSULTANT shall provide all Certificates of Insurance to the City with a thirty (30) day notice of cancellation, non-renewal or reduction in coverage provision. Certificates of all insurance required from CONSULTANT shall be filed with the City of Alachua before operations are commenced and must name CITY as additional insured. The insurance indicated on the Certificate shall be subject to CITY approval for adequacy and protection and coverage limits may be increased at discretion of CITY as a requirement of a specific Work Order. The certificate will state the types of coverage provided, limits of liability and expiration dates. The required certificates of insurance may refer specifically to this contract and may state that such insurance is as required by cited paragraphs of this Agreement.

The certificate must also indicate if coverage is provided under a claims made or per occurrence form.

Renewal certificates shall be furnished thirty (30) days prior to the date of expiration.