

**Immokalee Fire Control District
Request for Proposals for
Owner's Advisor Architectural Services**

RFP No. 2025-01

February 17, 2025

Table of Contents

Section 1	Overview	2
1.1	Project Description	2
1.2	District Background	2
1.3	Solicitation Documents	2
1.4	Questions and Communications.....	3
1.5	Deadlines	3
1.6	Addenda	3
1.7	Procurement Schedule.....	4
1.8	Pre-Submittal Meeting	4
Section 2	Submittal Process.....	4
Section 3	Agreement for Owner’s Advisor Architectural Services Including Insurance Requirements	5
Section 4	Response Contents.....	5
4.1	Part 1 – Transmittal Letter	5
4.2	Part 2 – Firm Profile	6
4.3	Part 3 – The Project Team	7
4.4	Part 4 – Experience.....	8
4.5	Part 5 – Project Approach	8
Section 5	Evaluation and Selection Process	9
5.1	Review of Responses for Responsiveness.....	9
5.2	Evaluation Criteria.....	9
5.3	Selection Process	10
Section 6	Conditions for Respondents	11
6.1	Rights of the District	11
6.2	Obligation to Keep Project Team Intact.....	11
6.3	Protest of District Decisions	12
6.4	Florida Statutory Requirements	14
Attachment A	– Reference Form	16
Attachment B	– Public Entity Crimes Statement.....	17
Attachment C	– Agreement for Owner’s Advisor Services ... Error! Bookmark not defined.	

Section 1 Overview

The Immokalee Fire Control District ("District") is seeking responses from qualified Architectural Firms ("respondents") to serve as Owner's Advisor regarding upcoming capital projects to construct new Fire Stations and maintenance and repairs of existing facilities.

1.1 Project Description

The successful respondent will guide the District and provide Architectural services such as preparing design criteria packages and will manage procurement for these projects, under the District's direction. The Scope of Services is further described in the Agreement for Owner's Advisor Architectural Services provided in **Attachment C** (the "Project"). The Agreement will be for a 3-year term with the option for two 1-year renewals. The Owner's Advisor will not be permitted to respond to District solicitations for design services.

The District may issue separate work orders or amendments as needed for additional professional services. If it does, each work order or amendment will be individually negotiated between the District and the firm and will include a specific scope of work.

By submitting a response, respondents represent that they have carefully read the terms and conditions of this solicitation and all attachments and Addenda and agree to be bound by them. This Request for Proposals ("RFP") is not an offer to enter into a contract, but merely a solicitation to interested respondents.

1.2 District Background

The Immokalee Fire Control District is an independent special taxing district of the State of Florida, codified in Chapter 200-363, Laws of Florida and operating under the authority of Chapters 189 and 191, Florida Statutes. The District covers 234 square miles in Collier County, Florida. The purpose of the District is to provide fire protection and prevention services, establish and maintain emergency medical and rescue response services, and acquire and maintain firefighting, rescue, medical, transport and other emergency equipment.

The District currently owns and operates 3 fire stations. The District expects to construct additional stations over the next few years to support growth in the area. The existing stations range in size from 12,000 to 15,000 square feet and include living quarters and accommodations for full time staff of 6-15 firefighters and 3 double deep bays for fire and rescue apparatus. It is likely that the new stations will be similar in size and scope

1.3 Solicitation Documents

A copy of the solicitation documents may be obtained at no charge by visiting the District's website at www.immfire.com or bbronsdon@immfire.com. Obtaining the solicitation documents from any other source other than as stated above may result in obtaining incomplete and inaccurate information.

In these solicitation documents, the terms "solicitation" and "RFP" have the same meaning; The terms "proposal" and "response" have the same meaning; and the terms "District" and "Owner" have the same meaning.

The following attachments are included in this solicitation:

- A. Reference Form
- B. Public Entity Crimes Statement
- C. Agreement for Professional Architectural Services, including a draft Scope of Services and Insurance Requirements.

1.4 Questions and Communications

Respondents to this solicitation or persons acting on their behalf may not contact any District employee or Board member concerning any aspect of this solicitation except in writing, as provided below. Violation of this provision may be grounds for rejecting a response.

All questions concerning this solicitation must be submitted in writing via electronic mail to bbronsdon@immfire.com using "**RFP Question – Owner's Advisor Services**" as the subject line. Questions must be submitted on or before the deadline listed below. The District will not answer questions submitted in any other manner or questions submitted after the deadline.

1.5 Deadlines

Deadlines for submitting questions and for submitting a response are provided in Section 1.7. If Respondent has questions or desires to propose a change to a term or condition of this solicitation or the contract included in this solicitation, Respondent must identify its request by submitting a question by email as instructed in Section 1.4. The District may not consider proposed changes to the contract after the question submittal deadline provided below and will only make changes to the contract if it determines that it is in the best interest of the District.

1.6 Addenda

The District will post answers to questions and any revisions to this solicitation as written addenda on the District's website at . The District may issue Addenda on its own initiative or in response to questions to clarify, correct, supplement, or change the solicitation documents. Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the solicitation documents unless set forth in an Addendum that expressly modifies or supplements them. Respondents are responsible for reviewing the District's website to ensure they are aware of the latest Addenda, any changes to schedule, or other developments.

[Procurement Schedule begins on the next page]

1.7 Procurement Schedule

The following is the District's schedule for this solicitation. The District may modify the scheduled dates if it determines that it is in the best interest of the District and if that occurs, the District will provide any changes by posting an addendum.

Table 1—Procurement Schedule

<u>Event</u>	<u>Date</u>
Post RFP on websites	February 21, 2025
Deadline to submit questions	March 7, 2025 at 1:00 PM
Responses Due	March 21, 2025 at 5:00 PM
Evaluation Committee Meeting	March 26, 2025 at 9:00 AM
Interviews, Final Ranking, and Selection (at the District's option)	April 1, 2025 at 9:00 AM
Board Approval of Owner's Advisor	April 17, 2025

1.8 Pre-Submittal Meeting

No pre-submittal meeting will be held.

Section 2 Submittal Process

This section provides the requirements for the submittal in response to this solicitation.

The response must be no more than the page limits set forth below for all requested information excluding any section dividers. All pages must be standardized 8 ½ x 11 inches in size, margins not less than 1-inch, standard black text (except for graphics and pictures), and minimum 12-point font size for text. The document must be formatted to allow double-sided printing.

Respondents shall provide a single electronic file in searchable PDF format not to exceed 20 MB file size of the response via email to bbronsdon@immfire.com. All responses must be delivered on or before the deadline provided above and must state "**Response to RFP for Owner's Advisor Services**" as the subject line of the email. It is the Respondent's responsibility to confirm its PDF file submission has been received.

The District will not accept responses delivered other than as prescribed in this solicitation. If the response is delivered after the established deadline or is not submitted in the designated manner, it may be rejected as nonresponsive at the sole discretion of the District. The District reserves the right to reject all responses and not grant any award resulting from this solicitation. The District also reserves the right to waive nonmaterial irregularities and technicalities. If awarded, no contract will be formed between the Respondent and the District until a contract is executed by both parties.

As provided in subsection 119.071(1), Florida Statutes, sealed bids, proposals, or responses are exempt from public records disclosure until the District provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

The District will not be liable for any expenses incurred in connection with the preparation of a response to this solicitation.

Section 3 Agreement for Owner's Advisor Architectural Services Including Insurance Requirements

The Agreement for Owner's Advisor Architectural Services in **Attachment C** of this solicitation contains minimum insurance requirements that must be satisfied by the respondent. The response of the successful respondent will be incorporated into the Agreement with terms that are acceptable to the District in its sole discretion. By submitting a response, respondent agrees to all the terms and conditions of this solicitation and those included in **Attachment C**. The District will consider requested changes to **Attachment C** only if they are submitted according to the directions in Section 1 above. The District will not consider changes to the Agreement after the deadline for questions in Section 1 unless it determines that a change is in the best interest of the District.

Section 4 Response Contents

To be qualified for this project, a respondent must demonstrate that it has both the personnel, experience, expertise, and qualifications to provide the services described in this document. All responses must include the information listed below. The required information is correlated with the evaluation criteria. It is the respondent's responsibility to present all relevant qualifications and other materials in its response.

The response must include the following information in the order listed below:

- 1 – Transmittal Letter with acknowledgement of addendum (maximum 2 pages)
- 2 – Firm Profile
- 3 – Project Team
- 4 – Experience
- 5 – Project Approach and Schedule

4.1 Part 1 – Transmittal Letter

Respondents must submit a transmittal letter (maximum 2 pages) on the respondent's letterhead. The letter:

- must be signed by a representative of the respondent's team who is authorized to sign such material and to commit the respondent to the obligations contained in the Agreement for Architectural Services.

- must include the name, address, phone number, and email address for the respondent contact and must identify the name and title of the person who will sign the contract to be executed with the District.
- must include the legal form of the firm, i.e., partnership, corporation, joint venture (if joint venture, identify the members).
- must provide basic information about the firm, including years in business, company history, disclosures of any conflicts of any interest, and a concise overview of the firm's qualifications and key points in the response.
- must confirm respondent's complete review of the solicitation in the following format:

By submitting this response, respondent makes all representations required in the solicitation and represents that it has examined the entire solicitation package including the following addenda.

Addendum #1 – dated _____

Addendum #2 – dated _____

Addendum #3 – dated _____

- Part 1 must include copies of the Florida licenses for the business and professional licenses for individuals who will provide the services. There is no separate page limit for the licenses.

4.2 Part 2 – Firm Profile

Provide a detailed and complete description of the firm. (The term "firm" can refer to either a single entity or a joint venture.) Information concerning Key Personnel and other firms that may be included on the Project Team, such as subconsultants and subcontractors, should be provided in the Project Team part of the response. The respondent profile must include the following information:

- **General**
Provide general information about the respondent, such as lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), years in business, and evidence of required licenses.
- **Legal structure**
Identify whether the respondent is organized as a corporation, limited-liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity and provide proof of registration and authority to do business in Florida.
- **Project office location**
Identify where the respondent intends to maintain its project office(s) and where the majority of the design work will be performed.
- **Insurance**
Provide a letter or Certificate of Insurance from the respondent's insurance company stating its ability to acquire and provide the minimum limits for insurance as specified in the Agreement for Architectural Services provided as **Attachment D** to this solicitation.

The response must provide the following additional information pertaining to factors or events that

have the potential to adversely impact the respondent's ability to perform its contractual commitments.

- **Material adverse changes in financial position.** Are there any material historical, existing, or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business? If so, list and describe.
- **Legal proceedings and judgments.** List and briefly describe any pending or past (within five years) legal proceedings and judgments, and any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to District. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the general counsel.
- **Completion of contracts.** Has the respondent failed to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past five years? If so, describe the circumstances.
- **Violation of laws.** Has the respondent been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination or prevailing wages within the past five years? If so, describe the circumstances.
- **Debarred from bidding.** Has the respondent been debarred within the past five years, or is it under consideration for debarment, from bidding on public contracts by any federal, state, or local government? If so, describe the circumstances.

If any of the above questions are answered in the affirmative, respondent must: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the respondent's ability to perform its contractual commitments. The respondent must notify the District of any changes should they occur after submission of the response and before the selection process is completed (and, in the case of the selected respondent, before executing the Agreement).

4.3 Part 3 – The Project Team

The Project Team must be described in two separate subsections.

The firm:

- Provide a summary of qualifications and experience of the firm.
- Describe respondent's approach to managing subcontractors and subconsultants when needed for a project. Associate this approach with your experience and reference projects.

Key Personnel:

- Identify Key Personnel on the proposer's team for the professional services described in this solicitation and describe their specific responsibilities throughout a project. Provide resumes for all Key Personnel.
- Each resume must be limited to 2 pages and include:
 - Professional qualifications
 - Professional license or registration (as applicable)

- Experience as it relates to the project and to the individual's specified role on the contract
- Contract Role
- Employer
- Office Location
- Respondents may elect to expand their team with additional firms or personnel to enhance the team qualifications. Provide a rationale for these additions of firms or personnel including how they will benefit the District. Any additional firms or key personnel must be shown on an organizational chart identifying Key Personnel (and their firm affiliations) and showing reporting relationships of all Key Personnel (along with their firm affiliations).
- Describe how the Project Team's qualifications and experience will benefit the District.
- Organization Chart – provide an organization chart showing individuals and firms involved from project initiation through occupancy and start up:
 - Reporting relationships and responsibilities of the respondent and any other firms
 - Reporting relationships and responsibilities of all Key Personnel (along with their firm affiliations)

4.4 Part 4 – Experience

The response must describe the performance history and experience of the team on similar contracts, including but not limited to design and construction of fire stations of similar size and scope to those in the District.

Part 4 must include completed reference forms provided as **Attachment A** to demonstrate relevant experience for 3 reference projects that have been substantially completed in the last 10 years and names of staff on the Project Team who worked on each reference project.

4.5 Part 5 – Project Approach

Describe the respondent's approach to managing and performing the services under a general engineering consulting contract. Specifically address the following:

Technical Approach

- Demonstrate your understanding of typical owner and project objectives by describing your approach on previous projects.
- Define key issues and challenges critical to a project's success and your approach to managing these elements and mitigating risks.
- Identify innovative or alternative technical concepts that may enhance the ability to meet project objectives.

Management Approach

Provide information that describes the team's management of a project's delivery.

- Discuss what you expect to see in reviewing a consultant's and a contractor's approach to completing project in a timely manner, highlighting anticipated critical path activities.

Identify opportunities to optimize project schedule with appropriate phasing and related methods.

- Provide a graphical representation of a typical schedule/timeline indicating major milestones and deliverables for a fire station similar in scope and size to stations in the District. (maximum 2 pages)
- Describe the elements of a comprehensive cost estimate that is needed to provide early cost certainty and support design-to-budget goals. Discuss the appropriate considerations of a risk management assessment and approach to contingency development.
- Describe your approach to maintaining facility operations, where applicable, and coordinating with staff and management during construction and inspections.

Section 5 Evaluation and Selection Process

The District's Evaluation Committee ("Committee") will review the responses for compliance with the requirements of this solicitation and provide an evaluation of all responsive respondents. The Committee's evaluation of respondents will be based on the experience, expertise, and approach provided by the respondent in the submitted response according to the criteria provided below.

5.1 Review of Responses for Responsiveness

Contents and Timeliness. Each response will be reviewed to determine whether it complies with the requirements provided in this solicitation including all information described in the contents section above, is timely submitted, and has the required signatures on each document as applicable. Failure to comply with these requirements may result in the response being deemed non-responsive.

Respondents must not provide costs or billing rates with their response. Fees and billing rates will be negotiated after a Respondent is selected as provided in Subsections 287.055(4) and (5), Florida Statutes.

Minimum Requirements. Any Response that fails to meet all the following minimum requirements may be determined as "non-responsive" and will not be evaluated or scored.

- Respondent must provide evidence of authorization to do business in the State of Florida.
- Respondent must provide at least 3 client references for which it has provided services in the past 10 years for projects similar in scope to those in this solicitation.
- Respondent's Project Manager must be a Professional Architect licensed in Florida. All license information must be active and appear on the State of Florida Department of Business and Professional Regulation website for verification.
- Respondent must meet minimum insurance requirements contained in the Agreement for Services.

5.2 Evaluation Criteria

The maximum score for this solicitation is 100. The following criteria will be considered in alignment with the contents in Section 4.

Criteria	Maximum Points
Part 1 – Transmittal Letter Part 2 – Firm Profile	Pass/Fail
Part 3 – Project Team – Qualifications of the firm	25
Part 3 – Qualifications of individuals	25
Part 4 – Experience – reference projects	25
Part 5 – Project Approach	25
TOTAL	100

5.3 Selection Process

Scoring and ranking based on written responses. Each member of the Committee will review the responsive and responsible responses according to the evaluation criteria. The Committee will hold a public meeting to discuss and rank the responses and determine whether it will conduct interviews. If the Committee elects to conclude the process without conducting interviews, each Committee member will score each Respondent. The District will then compile the scores of the committee members to develop a list of ranked firms. At the meeting, the District will read the list of the top ranked firms and will post its intended decision on its website.

Interviews. If the District elects to do so, it will notify the top ranked firms that the District will conduct interviews at a second committee meeting. The District may provide a format and interview questions in advance of the interviews. The purpose of the interviews will be to clarify – not modify – the RFP response and ensure a mutual understanding of the Scope of Work.

As provided in section 286.0113, Florida Statutes, the interviews will be exempt from public meeting requirements but will be recorded. The recording will remain exempt until the District provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier. Following the interviews, the Committee will convene in a public meeting to discuss and score the shortlisted firms considering the discussion that occurred during the interview. The District will then rank the shortlisted teams for a final selection. No comments will be accepted from the shortlisted teams or the public during this meeting. The District will post the list of firms in ranked order on its website.

The District will conclude the public meeting following the final ranking.

Contract Formation. The District will then negotiate an Agreement with the top-ranked firm in accordance with section 287.055(5), Florida Statutes. If the District is unable to negotiate a satisfactory contract with the top-ranked firm, the District will terminate negotiations with that firm and will then undertake negotiations with the second ranked firm. The District will continue negotiations in accordance with section 287.055(5), Florida Statutes until an agreement is reached.

Section 6 Conditions for Respondents

6.1 Rights of the District

In connection with this procurement process, including the receipt and evaluation of responses and award of a contract, the District reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this solicitation, in whole or in part, at any time prior to the execution of the contract, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive deficiencies, informalities, and irregularities in a response and accept and review a nonconforming response.
- Suspend and terminate the procurement process or terminate evaluations of responses received.
- Permit corrections to data submitted with any response.
- Hold meetings and interviews, and conduct discussions and correspondence, with respondents to seek an improved understanding of any information contained in a response.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the responses.
- Seek clarification from any Respondent to fully understand information provided in the response and to help evaluate and rank the Respondents.
- Reject a response containing exceptions, additions, qualifications, or conditions not called for in the solicitation or otherwise not acceptable to the District.
- Conduct an independent investigation of any information, including prior experience, included in a response by contacting references, accessing public information, contacting independent parties, or any other means.
- Request additional information from a Respondent during the evaluation of its response.

6.2 Obligation to Keep Project Team Intact

District expects all proposed Key Personnel to be available to provide services for this project. Respondents must ensure that all Key Personnel identified in the response remain on the project Team for the duration of the procurement process and execution of the services. Following announcement of the short list, Respondents must not substitute an individual filling a Key Personnel position, except in unavoidable circumstances. In such circumstances the Respondents must notify the District in writing, and the District may rescore, and re-rank, and thereafter decide whether the Respondent may continue to compete in the selection process.

The anticipated dates for award of the contract are set forth in Section 1 of this solicitation. Key Personnel must be committed to the project for the project duration. If extraordinary circumstances require a change, Respondent must identify the requested replacement and submit the replacement personnel's experience (resume) in writing to the District contact, who, at its sole discretion, will determine whether to authorize a change, recognizing that certain circumstances

(such as termination of employment) may occur that are beyond the firm's control. Unauthorized changes to the project team at any time during the procurement process may result in elimination of the Respondent from further consideration.

6.3 Protest of District Decisions

Notice of all District decisions concerning a competitive solicitation or award will be posted on the District's website. By submitting a response to this solicitation, firms agree to the process for filing a protest set forth in these instructions. No time will be added to the time limits provided below for service by mail.

a. Protest of terms, conditions, or specifications

With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

b. Protest of the District's decision or intended decision

Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

Contents of Formal Written Protest

The formal written protest must be printed or typewritten, and shall contain:

- 1) The name and address of the person or firm filing the protest and an explanation of how the person or firm is adversely affected;
- 2) A statement of how and when the competitive solicitation, or notice of District decision or intended decision was received;
- 3) A statement of all disputed issues of material fact, and if there are none, a statement so indicating;
- 4) A concise statement of the ultimate facts alleged, as well as the rules or statutes which entitle the protestor to relief;
- 5) A demand for relief; and
- 6) Any other information material to the protest.

Filing

All notice of protests and formal written protests shall be filed with the District Chief Financial Officer

Immokalee Fire Control District
Request for Proposals for Owner's Advisor Services

at Immokalee Fire District Station 32, 5368 Useppa Drive, Ave Maria, Florida 34142, Monday through Friday, excluding holidays, during normal business hours. Filings may be submitted via hand delivery, U.S. Mail, or other delivery/courier service. Filings will not be accepted via email. A notice of protest or formal written protest is not timely filed unless received by the District Chief Financial Officer within the prescribed time limit. Failure to file a notice of protest, if required, or a formal written protest within the time prescribed in these instructions shall constitute a waiver of all claims.

Protest Bond

The District adopts the provisions of Florida Statutes section 287.042(2)(c), which requires that any person who files an action protesting a decision or intended decision of the District, shall at the time of filing the formal written protest provide a bond payable to the District, in an amount equal to 1 percent of the estimated contract amount. Failure to post the bond at the time of filing the written protest will constitute a waiver of a person's right to challenge the District's action.

Stay of Procurement

Upon receipt of a formal written protest that has been timely filed, the bid solicitation or contract award process shall be stayed until the subject of the protest is resolved by final action by the Board of Commissioners, unless the Fire Chief, with the concurrence of the Board, sets forth in writing particular facts and circumstances that require the continuation of the contract solicitation process through award without delay in order to avoid an immediate and serious threat or loss to the public health, safety, property, or welfare. The District will provide notice that a contract solicitation has been stayed either electronic mail or U.S. mail to all respondents.

Resolution of Formal Written Protest

The Fire Chief, or designee, shall consider and investigate all written protests in a timely manner. The District will provide an opportunity for the protestor to meet with the Fire Chief, or designee, to resolve the protest by mutual agreement within seven (7) days, excluding Saturday, Sunday, and holidays, of receipt of a formal written protest. The District may grant extensions of time to conduct this meeting for good cause shown.

If the subject of a protest is not resolved pursuant to this meeting, the Fire Chief, or designee, shall certify in writing that there was no resolution. The Fire Chief, or designee, will make a recommendation to the Board of Commissioners, and the Board of Commissioners will then make a final decision to either uphold the recommendation, reject the recommendation, and send it back for further action, reject all responses, or do something other than what the Fire Chief, or designee, has recommended.

Disputes regarding this solicitation or award will be resolved in accordance with the policies and procedures contained in the District's Procurement Policy which is available on the District's website. The Procurement Policy provides that Section 120.57(3), Florida Statutes, and Section 287.042(2)(c), Florida Statutes, apply to all protests to contract solicitations or awards.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.

6.4 Florida Statutory Requirements

1. Scrutinized Companies. By submitting a response to this solicitation, Respondent certifies that it is in compliance with Section 287.135, Florida Statutes. Respondent certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, Respondent certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors created pursuant to section 215.473, Florida Statutes, and (2) it is not engaged in business operations in Cuba or Syria. Respondent acknowledges the remedies provided in Subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.
2. Public Entity Crimes. Respondent understands the requirements of sections 287.132 and 287.133, Florida Statutes certifies that it is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. Respondent certifies that it is in full compliance with sections 287.132 and 287.133, Florida Statutes and will notify the District if it becomes non-compliant. Respondent has provided a Public Entity Crimes statement with its response to this solicitation.
3. E-Verify. Section 448.095, Florida Statutes, requires that consultants, contractors, subconsultants, and subcontractors for a public agency must register with and use the E-Verify system to verify the work authorization status of all new employees. By submitting a response to this solicitation Respondent certifies that it does not employ, contract with, or subcontract with any unauthorized aliens, is in compliance with section 448.095, Florida Statutes, and if selected, will comply with the requirements in the contract concerning E-Verify.
4. Affidavit concerning Human Trafficking. By submitting a response to this solicitation, Respondent certifies that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes and if selected, respondent will submit an affidavit attesting to its compliance when it executes the contract with the District.
5. Responsible Vendor Determination. Respondent is hereby notified that Section 287.05701 Florida Statutes provides that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.
6. Public Records. Once opened, all responses will become the property of the District and, at the sole discretion of the District, may not be returned to Respondent. Any information, reports, or other materials given to, prepared, or submitted in response to this solicitation will be subject to the provisions of the Public Records Act, Chapter 119, Florida Statutes. Any Respondent claiming that its response contains information that is exempt from Chapter 119, Florida Statutes, must clearly segregate and mark that specific information and provide the specific statutory citation for such exemption. Respondents are solely responsible for defending any claimed exemption from disclosure under Chapter 119, Florida Statutes. Subsection 119.071(1)(b), Florida Statutes, exempts sealed responses from inspection, examination, and duplication until such time as the District issues a notice of intended decision or within 30 days after opening the responses, whichever is earlier. This exemption is not waived by the public opening of the responses. **ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THIS SOLICITATION MAY BE DIRECTED TO THE DISTRICT'S PUBLIC RECORDS CUSTODIAN AT 239-657-**

Immokalee Fire Control District
Request for Proposals for Owner's Advisor Services

**2111, EMAIL AT JBURR@IMMFIRE.COM, OR MAIL AT 5368 USEPPA DRIVE,
AVE MARIA, FLORIDA 34142.**

Attachment A – Reference Form

REFERENCE FORM

Respondent's Name: _____

Reference Entity: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Reference Project Name: _____

Project Location: _____

Respondent Project Manager: _____

Other Respondent staff who worked on this project: _____

Project Budget: _____ Actual Cost: _____

Date Project Commenced: _____

Scheduled Final Completion: _____ Actual Final Completion: _____

Description of Work Performed:

Attachment B— Public Entity Crimes Statement

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- 1) This sworn statement is submitted to IMMOKALEE FIRE CONTROL DISTRICT by

(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

- 2) I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; OR
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise

Immokalee Fire Control District
Request for Proposals for Owner's Advisor Services

transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

 Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the Final Order.)**

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _day of _____, 2023 by _____ as _____ of _____, a _____ company organized under the laws of the State of _____, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public
Name (Printed) _____

(Printed typed or stamped Commissioned
name of Notary Public)

My commission expires _____.

ATTACHMENT C

Agreement for Owner's Advisor Services

This Agreement for Professional Architectural Services is made by and between **Immokalee Fire Control District** ("District" or "Owner") an independent special district operating under the authority of Chapters 189 and 191, Florida Statutes, and _____ ("Consultant"), a _____ corporation in the State of _____ and authorized to do business in the State of Florida.

Background

- A. **The District desires to retain Consultant to provide the services described in the Scope of Services in Exhibit A.**
- B. The District has selected Consultant in accordance with a competitive procurement process as described in Section 287.055, Florida Statutes and applicable Law.
- C. Consultant desires to provide the professional services required by the District as hereinafter defined.
 -

Terms and Conditions

- 1. **Background and Exhibits.** The background provided above and the following exhibits which are attached, are part of this Agreement. The Request for Proposals No. 2025-01 (the RFP) and the Consultant's response to it on file with the District are also part of this Agreement.
 -
 - Exhibit A – Scope of Services
 - Exhibit B – Compensation (including rates for professionals)
 - Exhibit C – E-Verify Affidavit
 - Exhibit D – Human Trafficking Affidavit
 - Exhibit E – Evidence of Required Insurance
- 2. **Definitions.** The following terms as used in this Agreement shall have the following meanings:

-
- 2.1. Agreement – This written document, as it may be amended from time to time.
-
- 2.2. Law – All laws, statutes, rules, regulations, ordinances, codes, and/or orders applicable to the Services.
-
- 2.3. Project – The project described in the **Exhibit A**.
-
- 2.4. Services – The services described in **Exhibit A**, as well as all obligations, duties and responsibilities required of Consultant under this Agreement. The term “Services” also includes all Additional Services which are subsequently authorized in writing by the District.
-
- 2.5. Additional Services – As described in paragraph 11 of this Agreement, any services that are authorized by the District in a written amendment after this Agreement is executed.
-
- 2.6. Subconsultant – All contractors, subcontractors, consultants, subconsultants, suppliers, experts and other entities retained by Consultant to perform or provide any portion of the Services required hereunder.
-
- 3. Effective Date and Term.** This Agreement will become effective on the last date all the parties have executed it, as demonstrated by the date under the signatures on the signature page and will remain effective for three years unless it is sooner terminated in accordance with the procedures set forth herein. The parties may extend this Agreement for two additional one-year terms by executing a written amendment for each extension.

4. Compensation.

-
- 4.1. Compensation for Services and Expenses.** For the timely and proper performance of the Services, the District shall pay Consultant the compensation set forth in **Exhibit B**. The District shall reimburse Consultant for expenses (other than expenses which are included in lump sum payment items) consistent with Section 112.061, Florida Statutes, provided Consultant submits appropriate documentation substantiating the expense and certifies that such claimed expense is true and correct as to every material matter. Consultant shall honor a claim for refund by the District if the reimbursement is more than the limits imposed in Section 112.061, Florida Statutes.
-
- 4.2. Accuracy of Rates and Unit Costs.** Consultant hereby certifies that the wage rates and other unit costs supporting the compensation are accurate, complete, and

current upon the Effective Date of this Agreement. The District will adjust any compensation to be paid under this Agreement, both as set forth in **Exhibit B** or for any Additional Services authorized in writing by the District, to exclude any significant sums the District determines were increased due to inaccurate, incomplete, or noncurrent wage rates or other unit costs. The District may make any such adjustment to compensation within one year of the expiration or termination of this Agreement.

•

5. Consultant's Representations and Warranties. Consultant represents and warrants to the District as follows:

•

5.1. Conducting Business in Florida. Consultant is duly authorized to conduct business in the State of Florida.

•

5.2. Authority. Consultant has the full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity of Consultant.

5.3. Accuracy of Response. All the information provided by Consultant in response to the RFP was true and accurate when Consultant submitted it to the District and has not materially changed as of the Effective Date of this Agreement.

5.4. Understanding of Agreement. Consultant has familiarized itself with and understands this Agreement, the Project, the Services, the Law, the site, and all local conditions that may affect Consultant's performance of this Agreement, including Consultant's compensation and the performance or furnishing of the Services.

•

5.5. Discrepancies. Consultant has reviewed all available information and data shown or indicated in this Agreement and has given the District written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered and the District's written resolution thereof, if any, is acceptable to Consultant.

5.6. Expertise. Consultant has special expertise in the type of professional services to be provided under this Agreement and Consultant acknowledges that such representations were a material inducement to the District to enter into this Agreement with Consultant.

5.7. Valid Agreement. This Agreement is a valid, binding, and enforceable obligation of Consultant, and does not violate any law, rule, regulation, contract, or agreement otherwise enforceable by or against Consultant except as it may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the rights of creditors generally.

•

5.8. Scrutinized Companies. Consultant certifies that it is in compliance with section 287.135, Florida Statutes, and agrees that the District may terminate this contract if Consultant is found to be out of compliance with it. Consultant certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, Consultant also certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors created pursuant to section 215.473, Florida Statutes and (2) it is not engaged in business operations in Cuba or Syria. Consultant acknowledges the remedies provided in subsection 287.135(5), Florida Statutes, against anyone found to have submitted a false certification including civil penalties.

•

5.9. Public Entity Crimes. Consultant understands the requirements of sections 287.132 and 287.133, Florida Statutes. Neither Consultant nor any of its affiliates are currently on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services and neither of them has been on the convicted vendor list within the past 36 months. Consultant is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Agreement, and will notify the District if it becomes non-compliant.

•

5.10. E-Verify. Consultant is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, Consultant has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. As required by subsection 448.095(5)(b), F.S. Consultant shall require any subcontractors to provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the contract. Consultant has provided an E-Verify affidavit attached as **Exhibit C**.

•

5.11. Affidavit concerning Human Trafficking. Consultant has complied with section 787.06, Florida Statutes and has provided an affidavit attached as **Exhibit D**.

•

5.12. Truth-in Negotiation. Consultant's execution of this Agreement constitutes a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting as required by subsection 287.055(5)(a), Florida Statutes. Consultant will continuously comply with subsection 287.055(5)(a), Florida Statutes and will adjust the original contract price and any additions thereto to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

•

5.13. No Contingent Fees. As required by subsection 287.055(6), Florida Statutes, Consultant represents and 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 (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Consultant breaches or violates this provision, the Owner has the right to terminate this Agreement without liability and, at its discretion, to deduct from Consultant's compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

-

6. Consultant's Responsibilities.

-

6.1. Performance of Services. Consultant shall perform the Services upon the terms and conditions set forth in this Agreement.

-

6.2. Changes. Consultant shall immediately notify the District if anything changes regarding Consultant's representations and warranties contained in this Agreement.

6.3. Resources. Consultant shall secure and maintain an adequate and competent staff of professionals and all facilities and equipment required to perform the Services.

-

6.4. Key Personnel. Consultant must not remove any key personnel or Subconsultants assigned to the Project without the prior written approval of the District. All key personnel shall be available to the Project on a full-time basis, except as otherwise expressly approved in writing by the District. Such key personnel are as follows:

-

- _____

- _____

-

-

6.5. Objectionable Employees. If at any time during the term of this Agreement the District notifies Consultant in writing that any of Consultant's employees or the employees of any Subconsultant are objectionable to the District, Consultant shall remove or have the Subconsultant remove the objectionable employee from the Project and not reemploy the objectionable employee on any portion of the Services.

-

6.6. Consultant's Representative. Consultant shall designate in writing a single representative with the authority to transmit instructions, receive information, interpret, and deliver Consultant's policy and decisions related to the Services and bind Consultant with respect to any matter arising out of or relating to this Agreement.

•

6.7. Information Related to the Services. Consultant shall obtain and review all information and data which relates to the Services or which Consultant may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of the Services, including, but not limited to, information and data related to the Project work of others under separate contracts, to the extent that such work may interface with the Services hereunder.

•

6.8. Status Reports and Inspections. Consultant shall routinely and continuously advise the District of the status of the Project, and the Services of Consultant. Consultant shall maintain documents obtained or generated under this Agreement and make them available upon request by the District during the term of this Agreement and for three years after its termination. In addition to the documents and reports contemplated in **Exhibit A**, Consultant shall, at no cost to the District, deliver to the District copies of all other Project documents and or reports under Consultant's possession or control that the District may request from time to time.

•

6.9. Coordination with Others. Consultant shall cooperate with other architects, engineers, consultants, construction contractors, and suppliers retained by the District and assist the District with the coordination of those various projects, work, and services. Consultant shall review all information and attend all meetings as shall be reasonably necessary to accomplish the coordination of those various projects, work, and services, and eliminate any problems where the projects, work or services interface with the Project or Services.

•

6.10. Laws. Consultant shall secure all licenses or permits required by Law for the performance of the Services and shall comply with all Laws in effect at the time of the execution of this Agreement and the time of performance of the Services.

•

6.11. No Discrimination. Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap, or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive orders promulgated to give effect to the Civil Rights Act of 1964, as amended.

•

6.12. Notice of Claims. Consultant shall immediately notify the District if it becomes

aware of any circumstances which may reasonably give rise to any claim against the District for Services performed under or related to the Services performed under this Agreement.

•

6.13. No Conflicts of Interest. Consultant will not contract for or accept employment for the performance of any work or services with an individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement.

7. District's Responsibilities.

•

7.1. Applications for Payment. The District shall review and consider, in a reasonably prompt and thorough fashion, all applications for payments, reports, schedules, estimates, drawings, proposals or other documents presented to the District by Consultant and shall inform Consultant of the District's decisions or otherwise take appropriate action within a reasonable time to not unreasonably delay the Services of Consultant.

•

7.2. District's Representative. The District shall designate in writing a single representative with authority to transmit instructions, receive information and interpret and deliver the District's policy and decisions pertinent to the Services.

7.3. Existing information. Upon Consultant's specific request, the District shall cooperate in providing to Consultant, all existing and available studies, reports, surveys, and other information and data regarding the Project to the extent such items are in the District's possession and the District has actual knowledge of their existence and location. Despite any other provision of this Agreement, the District does not represent or warrant the accuracy or completeness of any such items, unless it is expressly noted otherwise in writing on such item.

•

8. Change of Plan.

•

8.1. District's Right. The District has the absolute right to terminate, suspend, or amend the Services or the Project at any time and for any reason, and such action on its part shall not be deemed a default or breach of this Agreement. Any such termination, suspension, or amendment shall be in writing.

•

8.2. Remedies. If the Services or Project is entirely or partly suspended for one or more periods of time Consultant will have no claim for compensation for the suspended period(s). Upon resumption of the Services or Project, Consultant shall resume the Services until the Services are completed in accordance with this Agreement, and the time for completion of the Services which were suspended shall be extended for the period of the suspension.

•

9. Termination of Agreement.

•

9.1. Termination for Convenience. The District has the right to terminate this Agreement, in whole or in part without cause upon written notice to Consultant. In such event, Consultant's sole and exclusive recovery against the District will be limited to that portion of Consultant's compensation earned to the date of termination, together with any costs reasonably incurred by Consultant that are directly attributable to the termination. The Consultant shall not be entitled to any further recovery against the District, including, but not limited to, anticipated fees or profits on Services not required to be performed. The District in its sole discretion shall determine that portion of the compensation earned for any incomplete Services based upon the ratio of such part of the Services completed relative to the entire Services. Termination without cause shall be effective upon delivery of written notice to Consultant.

•

9.2. Termination for Cause. Consultant shall be considered in material default of this Agreement and the District may terminate this Agreement, in whole or in part, for any of the following reasons: (a) failure to begin Services within the time specified in the Work Order Agreement, or (b) failure to timely and properly perform the Services required hereunder or as directed by the District, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey any Law, or (e) failure or refusal to allow public access to all public record documents or other materials made or received by Consultant in conjunction with this Agreement, unless exempt under Florida law, or (f) any other material breach of this Agreement. In any such event, the District may terminate this Agreement, in whole or in part, by giving Consultant written notice. In the event of any such termination for cause, the District is not obligated to make any further payments to Consultant hereunder until such time as the District has determined all costs, expenses, losses and damages which the District may have incurred as a result of such default by Consultant, whereupon the District shall be entitled to set off all costs, expenses, losses and damages so incurred by the District against any amounts due Consultant hereunder. Termination for cause will be effective upon 14 days written notice to Consultant.

9.3. Violation by District. If the District violates any provision of this Agreement, and if the violation continues for 60 days after Consultant has delivered written notice of the violation, then Consultant may terminate or cancel this Agreement by giving the District 14 days written notice of termination. In the event of any such termination by Consultant, Consultant's sole and exclusive remedy against the District will be limited to payment for services rendered before the effective date of Consultant's termination.

9.4. Notice and Cure. Despite the provisions of paragraphs 9.2 and 9.3, this Agreement will not terminate for cause if the party receiving the notice begins, within seven days of receipt, to correct its failure and proceeds diligently to cure such failure within thirty 30 days of receipt of the notice; provided, however, that if and to the extent such

cause for termination cannot reasonably be cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues to diligently cure the same, then the cure period may be further extended by the party that provided the notice.

•

9.5. Remedies if no Default. If, after termination of this Agreement as provided for in paragraph 9.2 above, it is determined for any reason that Consultant was not in default, or that its default was excusable or that the District otherwise was not entitled to the remedy against Consultant provided for in paragraph 9.2, then such termination for cause shall be deemed to be a termination for convenience as described in paragraph 9.1 and Consultant's sole and exclusive rights and remedies against the District shall be the same as and limited to those afforded Consultant under paragraph 9.1 above.

•

9.6. Delivery of material after termination. Within 10 days after any termination of this Agreement, Consultant shall deliver to the District all papers, drawings, models, and other material prepared by and for Consultant with respect to the Project and Services.

10. Waiver.

•

10.1. Acceptance of Final Payment. Consultant's acceptance of final payment constitutes a full waiver of all claims by Consultant against the District arising out of and relating to this Agreement or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time it submits its invoice for final payment. Neither the acceptance of the Services nor any payment by the District shall be deemed to be an acceptance of defective or incomplete Services or waiver of any of the District's rights against Consultant.

•

10.2. Non-enforcement. Non-enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

•

11. Additional Services.

•

11.1. Notice to District. If Consultant is of the opinion that any services the District directs it to perform are beyond the Scope of the Services under this Agreement, Consultant shall, within seven business days of such direction, notify the District in writing of its opinion. The District shall, within 10 business days after receipt of such notification, determine whether such service is beyond the scope of this Agreement and constitutes Additional Services. If the District determines that such service does constitute Additional Services, it will provide extra compensation to Consultant based

upon the rates and terms provided in **Exhibit B**.

•

11.2. Project Schedule. If, in the opinion of the District, the progress of the Services during any period is substantially less than the amount which is necessary to meet the Project schedule, the District may require Consultant to take whatever action is necessary, in the opinion of the District, to put the Services back on schedule. Such action shall not constitute Additional Services unless the delays were caused by circumstances beyond the control and fault of Consultant or its agents, employees and Subconsultants.

•

11.3. Claims against the District. In the event of claims by others against the District in connection with the Project or the Services, Consultant shall provide to the District such technical assistance that the District may request. Such assistance shall constitute Additional Services, unless such claims are caused by the failure of Consultant, its agents, employees or Subconsultants to comply with the terms and conditions of this Agreement or otherwise perform their duties under this Agreement.

11.4. Audit. If the District requires Consultant to provide it with an audit of its Project costs, such audit will not be considered Additional Services.

12. Assignment and Subconsultants. Consultant shall not sublet, assign, or transfer this Agreement or any Services without the prior written consent of the District, which consent may be withheld in the District's sole discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation, and control of any and all Subconsultants. Consultant shall cause all Subconsultants to abide by the terms and conditions of this Agreement and all Laws. All agreements between Consultant and Subconsultants shall be in writing, with a copy of such agreements to be provided to the District upon its request for same.

13. Indemnification. Consultant shall indemnify and hold harmless the agency, 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 Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement. This provision is consistent with Section 725.08, Florida Statutes.

•

14. Prompt Payment Act. The District and Consultant will be governed by the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes.

•

15. Non-appropriation. The District's obligation to pay under this contract is contingent upon an annual budget appropriation by its board. The District's Board of Fire Commissioners may terminate or cancel this contract either in whole or in part at the end of each fiscal year period, without penalty, if it does not budget the required funds. This provision is consistent with section 287.0582, Florida Statutes.

•

16. Consultant's Insurance Requirements and Minimum Limits.

•

16.1. Insurance Required. Consultant shall purchase and maintain the following specific coverages and minimum limits. All limits shall be per occurrence and in the aggregate combined single limit for all liability, except professional liability coverage which shall be on a claims made basis, with following forms excess or umbrella insurance making up the difference between the policy limits of underlying policies and the total amount of coverage required. **Exhibit E** contains evidence that Consultant has the insurance required under this Agreement.

•

16.2. Liability Insurance

•

16.2.1. General Liability

•

a) Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile policies and other appropriate insurance for the services being performed and furnished hereunder which shall provide protection from claims set forth below which may arise out of, or result from Consultant's performance and furnishing of the services and Consultant's other obligations under the Agreement and Assignments issued hereunder.

b) Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and \$2,000,000 per occurrence of the total amount of coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury/Advertising Injury	\$1,000,000
Products Comp/Operations Aggregate	\$1,000,000

c) Consultant liability insurance shall include contractual liability coverage sufficient to cover Consultant indemnification obligations under this Agreement. Consultant agrees to pay on

behalf of the District, and to provide and pay for a defense for all claims covered by Consultant obligations under the indemnification provisions.

- **16.2.2.** Excess or Umbrella Liability. Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

- **16.2.3.** Automobile Vehicle Liability.

- a) Coverage shall be maintained as to the business use of all its owned, non- owned, leased or hired vehicles with limits of not less than: Bodily Injury & Property Damage Liability \$500,000, Combined Single Limit Each Accident.
- b) If Consultant has no owned, non-owned, leased or hired vehicles, a letter from Consultant so stating must be included with the Certificate of Insurance.

- **16.2.4.** Watercraft/Aircraft Liability. If Consultant's provision of services involves utilization of watercraft or aircraft, watercraft and/or aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft or aircraft, including owned, non-owned and hired.

- **16.3. Workers Compensation Coverage.** Consultant shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers' liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.

- a) Consultant and its Subconsultants shall purchase workers' compensation insurance for all its employees regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage voluntarily. The District requires Consultant and all the Subconsultants to voluntarily purchase this coverage.

- b) Consultant and the Subconsultants shall also purchase any other coverages required by law for the benefit of employees.

- **16.4. Professional Liability/Malpractice/Errors Or Omissions Insurance.**

- - 16.4.1.** Consultant shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

- - 16.4.2.** If a claims; made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

- - 16.4.3.** To the extent commercially available, coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

- **16.5. Additional Requirements.**

- - 16.5.1.** Consultant shall not commence or continue to perform any Services unless Consultant has in full force and effect all required insurance, and until Consultant has delivered to the District all insurance certificates required hereunder evidencing the specific insurance coverage required, nor shall any payment for Services performed become due and payable until Consultant has delivered all such certificates to the District. Consultant shall not permit any Subconsultant to perform any portion of the Services unless such Subconsultant has complied with the insurance requirements, including the workers' compensation and general liability insurance requirements, contained herein.

- - 16.5.2.** Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the District, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide the District with financial information concerning any self-insurance fund insuring Consultant. At the District's option, a Best's rating or Self-Insurance Fund financial information may be waived.

- - 16.5.3.** As evidence of the insurance coverages required by this Agreement, Consultant shall provide the District certificates of insurance evidencing the specific policies issued, the limits of coverage afforded, and the specific endorsement provided, all in accordance with the form attached hereto as Schedule "E" and made a part hereof. An ACORD form meeting these requirements and as shown in Schedule "E" may be substituted with the consent of the District.
- - 16.5.4.** All the policies of insurance so required of Consultant, except professional liability and workers' compensation insurance, shall be endorsed to include as additional insureds: the District, its directors, officers, employees, representatives, agents, and volunteers. If the additional insureds have other insurance which might be applicable to any loss, the insurance required of Consultant shall be considered primary, and all other insurance shall be considered excess. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. The cross-liability clause does not increase the limits of liability or aggregate limits of the policy.
- - 16.5.5.** Deductible and self-insured retention amounts shall be subject to approval by the District, which approval shall not be unreasonably withheld. Consultant is responsible for the amount of any deductibles or self-insured retentions.
- - 16.5.6.** Approval of the insurance by the District shall not relieve or decrease the liability of Consultant hereunder. Further, Consultant acknowledges that any such acceptance by the District shall not be deemed to be an acknowledgement that Consultant has satisfied its insurance obligations hereunder. Consultant acknowledges and agrees that the District does not in any way represent that the insurance (or the limits of insurance) specified in this paragraph is sufficient or adequate to protect Consultant's interests or liabilities, but are merely minimums.
- - 16.5.7.** Should any coverage approach expiration during the period in which it is to remain in full force and effect, it shall be renewed by Consultant prior to its expiration, and a certificate of insurance again filed with the District at least fourteen (14) days prior to coverage renewal.
- - 16.5.8.** All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused, until at least thirty (30) days prior written

notice has been given to the District and Consultant by certified mail. Consultant shall give notice to the District within (24) hours of any oral or written notice of adverse change, non-renewal, or cancellation.

•

16.5.9. Except as provided below in paragraph 16.5.10 for professional liability insurance, all insurance required hereunder shall remain in full force and effect throughout the entire term of this Agreement.

•

16.5.10. Professional liability insurance shall continue in force until the end of one calendar year following the calendar year in which the completion of the Project is estimated to occur under the Project Schedule. The professional liability insurance policy shall be endorsed to provide for renewals through one (1) calendar year, or if the current policy is not renewed, to provide for an extended reporting period on the existing policy through one calendar year.

•

16.5.11. Consultant shall, upon request by the District, deliver to the District a copy of each insurance policy purchased by Consultant as required in this Agreement.

•

16.5.12. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the District, its consultants, directors, officers, employees, representative or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Consultant or Consultant's insurance carriers. Further, Consultant hereby waives its right of recovery against the District with respect to any matter covered by any insurance maintained by Consultant.

•

17. Insurance – General Requirements.

•

17.1. Protection from Claims. Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability (occurrence form), professional liability, and other appropriate insurance, with respect to the Services required hereunder, that will provide protection from the types of claims set forth below which may arise out of or result from Consultant's performance and furnishing of the Services, whether it is to be performed by Consultant or the Subconsultants:

•

17.1.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

-
- 17.1.2.** Claims for employer's liability, including those arising under Title VII of the Civil Rights Act of 1964 and the Florida Civil Rights Act;
-
- 17.1.3.** Claims for damages because of bodily injury, sickness or disease, or death to any person other than Consultant's employee;
-
- 17.1.4.** Claims for damages insured by personal injury liability coverage which are sustained by any person as a result of a negligent or wrongful act or omission of Consultant, or any person employed by or subcontracted to Consultant;
-
- 17.1.5.** Claims for damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
-
- 17.1.6.** Claims for damages because of bodily injury or death of any person, or property damage arising out of the Consultant ownership, maintenance, operation, use or loading and unloading of any owned, hired, or non-owned motor vehicle used in connection with the Services, including employee non-Consultant ownership use; and
-
- 17.1.7.** Claims for damages because of bodily injury or death of any person or property damage arising out of the Consultant ownership, maintenance, operation, use or loading and unloading of any owned, hired, or non-owned aircraft and watercraft used in connection with the Services, including employee non-Consultant ownership use.
-
- 17.2. Coverage.** The insurance required herein shall include the specific coverage and be written for the limits of liability and coverage provided herein or required by Law, whichever is greater. Where appropriate for the Services being performed, the commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall also include broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
-
- 17.3. Contractual Liability Insurance.** The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of Consultant's obligations under this Agreement that are covered by such insurance.
-
- 17.4. Subconsultants.** Consultant shall ensure that all Subconsultants procure and

maintain, until the completion of that party's Services, insurance of the types and in the coverage amounts required to be carried by Consultant in this Agreement unless the District agrees in writing, in advance of Consultant's employment of any such Subconsultant, to other types of coverage and/or lower coverage amounts. Provided however, that professional liability insurance shall not be required under this Agreement for Subconsultants, unless such party is a licensed professional. The preceding sentence does not preclude Consultant from requiring such insurance. Consultant shall be responsible for ensuring that all Subconsultants comply with all the insurance requirements contained herein relative to each such party.

18. Standard of Performance. Consultant shall perform and complete the Services in a timely manner and in accordance with the standard of care, skill, and diligence customarily provided by professionals with expertise and experience in the type of Services to be provided hereunder, and in accordance with sound professional principles and practices. Consultant acknowledges that it has represented to the District that Consultant has expertise and experience in the type of services to be rendered hereunder and that such representation was a material inducement to the District to enter into this Agreement with Consultant. Consultant shall promote the best interest of the District and assume towards the District a relationship of the highest trust, confidence, and fair dealing.

•

19. Project Documents and Data.

•

19.1. One (1) copy of all technical data and working papers regarding the Services, whether existing in the office of the District or in the office of Consultant, shall be made available to the other party to this Agreement without expense to such other party. Additional copies shall be made available at the expense of the requesting party.

•

19.2. All Project documents, tracings, plans, specifications, maps, evaluations, reports, technical data, and computer application code, other than working papers prepared or obtained under this Agreement, are the property of the District without restriction or limitation of use, and shall be made available, upon request, to the District at any reasonable time. Consultant, at its own expense, may retain copies thereof for its files and internal use. Any use by the District of such materials obtained under this Agreement for any other Project or use of incomplete materials obtained from Consultant by the District shall be made at the risk of the District. However, this does not constitute a disclaimer of the professional liability of Consultant with respect to the original Services as used for the Project.

•

19.3. All final plans and documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with the Services shall bear the endorsement of a person in the full employment of Consultant or duly retained

by Consultant and duly licensed in the appropriate professional category.

•

19.4. Consultant shall make any patentable product or result of the Services and all information, design, specifications, know-how, data, and findings available to the District without cost to the District. No material prepared in connection with this Project will be subject to copyright by Consultant, all such copyrights being the property of the District. the District shall have the right to publish, distribute, disclose, and otherwise use any material prepared by or for Consultant with respect to the Project. Any use of material or patents obtained by the District under this Agreement for any purpose not associated with this Project shall be at the risk of the District. In the District's discretion, whenever any renderings, photographs of renderings, photographs of models or photographs of the Project are released by the District for publicity, proper credit may be given to Consultant, provided the giving of such credit is without cost to the District.

•

19.5. Consultant must not make any statements, press releases or public releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or any other information obtained or furnished in compliance with this Agreement, except at meetings where representatives of the District are present, without the District's prior written consent. Consultant shall not publish, copyright, or patent any of the data furnished or developed with respect to the Project without first obtaining the District's written consent, as all such rights are the property of the District.

•

20. Audit Rights. Consultant shall keep all books, records, files, plans, drawings, and other documentation, including all electronically stored items, which concern or relate to the Services hereunder (collectively referred to herein as "Records") for a minimum of three (3) years from the date of expiration or termination of this Agreement or as otherwise required by Law, which ever date is later. the District, or any duly authorized agents or representatives of the District, shall have the right to audit, inspect and copy all or such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all Records of Subconsultants.

•

21. Public Records.

•

21.1. Duty to Maintain and Provide Records. Consultant shall keep and maintain all public records required to perform services under this Contract as required by Chapter 119, Florida Statutes. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by Consultant shall be made available to the District upon request and are considered public records in accordance with Chapter 119, Florida Statutes, unless they are exempt under the Law.

•

21.2. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S PUBLIC RECORDS CUSTODIAN JASON BURR AT JBURR@IMMFIRE.COM OR (239) 657-2111.

•

21.3. Post Contract Responsibilities. Upon completion of this contract, Consultant shall keep and maintain, at no cost, to the District, all public records produced under this Agreement in the possession of the Consultant or shall transfer them to the District. If the Consultant transfers all public records to the District, Consultant shall destroy any duplicate public records. If Consultant keeps and maintains public records after completion of the contract, the Consultant shall meet all legal requirements for retaining public records including the rules and retention schedules adopted by the Division of Library and Information Services of the Department of State under Section 119.021(2)(a), Florida Statutes. All records stored electronically must be provided to the District upon request from the District in a format that is compatible with the information technology systems of the District.

•

21.4. Exempt Records. Consultant shall ensure that public records that are exempt from public records disclosure are not disclosed except as authorized by law during the term of this Agreement and following its completion if the Consultant does not transfer the records to the District.

•

22. Miscellaneous Provisions.

•

22.1. Entire Agreement. This written document shall constitute the entire agreement between the parties hereto and the Agreement shall not be amended or modified except in writing duly executed by the party against whom such an amendment or modification is sought to be enforced. This Agreement shall govern the relationship between the District and Consultant on the Project.

•

22.2. Successors. the District and Consultant each hereby binds itself, its successors, assigns, and legal representatives to the other.

•

22.3. No Third-Party Beneficiaries. The rights and obligations in this Agreement shall inure solely to the parties hereto (their successors, assigns and legal representatives) and no other party shall have any rights or obligations under or by virtue of this Agreement.

22.4. Applicable Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action under state law arising under this Agreement shall be in the Twelfth Judicial Circuit of Florida. Claims justiciable in federal court shall be in the Middle District of Florida.

•

22.5. Notice. All notices or other communications permitted or required under this Agreement must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing. Notices must be personally delivered, sent by certified or registered mail, sent by overnight courier, postage prepaid, or sent to all email addresses listed below for each party.

As to the District:

**Immokalee Fire Control District
5368 Useppa Drive
Ave Maria, FL 34142**

Attention: Michael J. Choate, District Manager/Fire Chief

Email #1: mchoate@immfire.com

Email #2: bbronsdon@immfire.com

Email #3: _____

As to the Consultant:

Attention: Name: _____ Title: _____

Email #1: _____

Email #2: _____

Email #3: _____

22.6. No Construction Against Drafting Party. Each party acknowledges that it has carefully reviewed and understands this Agreement and has had an

opportunity to review it with counsel of its choosing. This Agreement shall not be construed more strongly against any party, regardless of who drafted or prepared it.

•

22.7. Communications. The Consultant's communications with the District must be limited to the District's Fire Chief and staff designated by the Fire Chief. Communications with the District's Board Members are prohibited, except with the prior permission of the District's Fire Chief or at a duly noticed public board meeting. Any such prohibitive communications shall be deemed to be a material breach of this Agreement by Consultant. This provision does not prohibit or limit contacts by or on behalf of the District Board Members with Consultant.

22.8. Interpretation. All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. Unless the context requires otherwise: The term "include" contemplates "including but not limited to." The terms "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

•

22.9. Headings. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions. Unless otherwise indicated, references to paragraphs include all subparts.

•

22.10. Time is of the Essence. Time is of the essence of this Agreement and each of its provisions.

•

22.11. No Waiver. Unless expressly stated in writing, no action taken by a party to this Agreement shall be considered a waiver by such party of compliance with any representations, warranty, duty, or responsibility under this Agreement.

•

22.12. Contest of District Decisions. The District shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services called for hereunder, or the character, quality, amount, or value thereof. The decision of the District upon all such claims, questions or disputes shall be final and binding if not contested by Consultant in a written notice delivered to the District within seven days after Consultant's receipt of written notice from the District concerning such decision.

•

22.13. Survival. All express representations, indemnifications, or limitations made or given in this Agreement shall survive its completion or termination for any reason.

•
22.14. Severability. If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.

•
22.15. Independent Contractor. Consultant is retained by the District only for the purposes and to the extent set forth in this Agreement, and its relationship with the District shall, during the term of this Agreement, be that of an independent contractor. Consultant shall have the discretion, subject to the requirement that it perform the services required hereunder competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant shall be fully responsible for the employment, direction, supervision, compensation, and control of all persons employed or retained by Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, subconsultants, suppliers, experts or other persons or organizations retained or utilized by Consultant for the services required hereunder ("Subconsultants") shall be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the District. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State and county and municipal laws, ordinances and regulations required of an employer performing services as herein contemplated. Provided, however, in no event shall the District be obligated to pay Consultant any overtime or other premium pay compensation unless such overtime or premium compensation was expressly approved in writing and in advance by the District. Furthermore, Consultant is responsible for paying all income and employment taxes, and the District shall not be responsible for collecting or paying withholding, FUTA, FICA or any other state or federal taxes.

•
22.16. Waiver of Jury Trial. To the extent permitted by applicable law, Consultant and the District irrevocably waive any right to trial by jury in any legal proceeding arising out of or relating to this Agreement or any of the transactions contemplated by it. Neither the District nor Consultant or any successor thereof will seek a trial by jury in any action or proceeding (whether at law or in equity, whether direct or collateral, whether in contract or in tort) arising out of or related to this Agreement or the relationship created by it. Neither the District nor Consultant shall seek to consolidate any action or proceeding in which trial by jury has been waived with any other action or proceeding in which a jury trial cannot be or has not been waived.

The parties have caused their duly qualified representatives to execute this Agreement on the

– *Signature page follows* –

dates set forth below.

Consultant:

Firm Name

Signature

Print name

Print title

Date

Immokalee Fire Control District:

Signature

JOSEPH BRISTER
Print name

Chair, Board of Fire Commissioners
Print title

Date

Attest:

Signature

Print name

Print title

Date

Approved as to Form:

General Counsel

Exhibit A

Scope of Services Owner's Advisor

Overview

As directed by District staff, the Consultant will act as the Owner's Advisor ("Advisor") to provide professional architectural services to advise and represent the District regarding upcoming capital projects to construct new Fire Stations and maintain and repair existing facilities.

Responsibilities may include but are not limited to providing services as a Design Criteria Professional, Project and Construction Manager. Advisor will represent the Owner and ensure a collaborative relationship between the Owner and the project delivery team to deliver quality design and construction on time and within the Owner's budget. Tasks may include those described below and may vary for each project.

District projects

Over the next 5 years or so, the District may undertake some or all of the following projects:

- Construction of a replacement station approximately 12,000 square feet (Station 31 currently located at 1107 Carson Road, Immokalee, Florida)
- Construction of Station 33 approximately 12,000 square feet (new fire station necessary - Horse Trials development)
- Construction of Station 34 approximately 12,000 square feet (new fire station necessary - Alico East development)

Services

The District may request the Advisor to provide the following services:

- Plan and provide conceptual designs and consult with staff regarding project goals and any site constraints.
- Prepare a reliable budget and schedule for the construction of facilities, including a reliable budget for owner-advisor services.
- Prepare technical information needed to include in procurement solicitations.
- Assist staff with responses to questions and review of responses to the solicitation.
- Act as the District's agent to manage the construction process during the design and construction of the facility.

- Attend and present plans and designs at District public meetings as needed.
- Assist with all aspects of the Project, including Design, Construction, and Commissioning.
- Interpret District requirements, assist in expediting approvals, attend progress meetings, review pay applications, prepare biweekly updates, and review for compliance with the District's requirements.
- Ensure compliance with material quality standards, best interior space utilization, budget estimates, design and construction schedules, and sustainable design and construction standards consistent with public projects.
 - Author design criteria packages.
 - Provide quality control reviews on contract documents and designs.
 - Provide project budget oversight.
 - Provide construction engineering & inspection (including document management).
 - Assist with workforce development planning and administrative matters.
 - Provide contract and project management before, during, and after construction.
 - Provide other professional services as directed by the District.

Requirements:

Advisor must be qualified under chapter 481 to practice architecture and have the capability and experience in the following matters to assist the Owner in selecting and working with other design professionals, engineers, architects, and contractors (“contractors”) using any project delivery method including Design-Bid-Build, Design-Build, Progressive Design-Build, Contract Manager at Risk (“Advisor”) or any other legal procurement method.

- Render advice concerning the design and construction of public safety facilities and fire stations
- Render advice concerning Florida Building Code and Collier County Building and Zoning rules and regulations.
- Knowledge of and experience with Florida procurement processes and requirements.
- At the District's direction, prepare solicitation criteria and requirements.
- With the District's input, develop selection criteria and sit on selection committees for the selection of firms to provide services.
- Develop conceptual designs, basis of design, and design criteria packages.
- Perform engineering or architectural reviews at the design milestones. Participate in value engineering to optimize projects by bringing together a cross-disciplinary team to examine a project and suggest approaches to drive down costs without impacting quality. As requested, assemble an independent team of experts to give the project a fresh look.
- Prepare constructability reviews.
- Perform a detailed review of completed plans and specifications at construction milestones. Deficiencies, constructability concerns, conflicts or

other issues that may impact the project's construction sequencing, coordination, safety, cost, or schedule will be flagged and addressed early to save time and money.

- Provide project management services throughout the project including inspection or field services during construction. Ensure that the construction site runs efficiently and safely with excellent record-keeping.
- Work with the Owner and design build team to ensure all integrated systems in the building are specifically designed for the building and that the construction and design team fully understand the owner's wants and expectations.
- Confirm what is permitted under applicable statutes, rules, ordinances, and policies.
- Emphasize the importance of collaboration, timely decision-making, and the designation of the Owner's decision-maker.
- Define how regulatory approvals intersect with delivery method selection.
- Explain project delivery evaluation and selection options/procedures
- Facilitate project risk assessment and management strategy sessions
- Evaluate market of and render advice concerning the proposed delivery method
- Support budget development
-

Design-Build Projects

After the District executes a contract with a design-build firm, the Advisor will provide the following services:

Design Phase— Phase 1

- Define lines of communication to facilitate cooperation between all parties associated with the project, providing full information in a timely manner.
- Participate and advise Owner in project meetings.
- Review contractor's plans, specifications and construction documents for consistency and coordination of technical disciplines.
- Participate in reviews of design documents for conformance with project scope and budget.
- Review and monitor project budgets, recommend actions, as required, to maintain established budget.
- Review and monitor the design schedule to ensure progress is being achieved to attain the objectives of the project.
- Review and recommend payment of invoices based on progress and overall accomplishment.
- Assist Owner in evaluating contract negotiations, changes, and modifications.

- Provide recommendations as requested concerning required permits and approvals.
- Assist in establishing milestones for the project schedule.
- Assist in developing preconstruction conference checklist.
- Assist in negotiation of cost of the construction of the project.
- Review and make recommendations, as required, of contractor's proposed staging and safety program.
- Review and make recommendations, as required, of any proposed Schedule of Values/trade payment breakdown and method of payment.
- Provide other additional services as deemed appropriate by Owner.
- Define project objectives and priorities
- Develop and confirm project scope of work and other requirements including project quality approach
- Assist in determining project goals, challenges, and constraints
- Manage Owner expectations
- Develop procurement plan, schedule, and procedures with builder
- Assist in development of a realistic budget for the proposed scope of work
- Discuss contract forms, terms and conditions and special provisions
- Establish qualifications selection criteria and methodology
- Support determination of shortlisting the most highly qualified submissions
- Perform tasks needed to develop RFP as required by Owner.
- Develop and/or peer reviewing design criteria documents, performance requirements and limited preliminary design (bridging document)
- Gather and review data (e.g., site, existing facilities, demolition, and regulatory requirements) and determine which data may be relied upon by contractors.
- Provide cost validation
- If requested, establish value-based selection criteria and methodology and stipends
- Facilitate meetings with shortlisted proposers
- Recommend assignment of risks and opportunities.
- As requested, develop incentive/award fee
- Identify and recommend proper breakdown and definition of cost components including allowances and contingencies. Review cost proposals for consistency with market conditions and provide guidance and expertise in negotiating the GMP.
- Provide contract negotiation support to optimize the opportunity for the Owner to select the best contractor.

Construction — Phase 2

- Monitor construction work for compliance with contract and construction documents and progress.
- Participate in periodic construction planning meetings and weekly meetings once construction starts.
- Assist in reviewing the quality control inspection reports.
- Assist in determining that all building department inspections are conducted in a timely and efficient manner.
- Recommend rejection of all construction work or materials that do not comply with the contract requirements.
- Coordinate Owner's interior finish and furniture selection requirements.
- Review materials and equipment that are under an allowance to avoid delays in work.
- As appropriate recommend issuance of Notice of Non-Compliance to contractor to correct non-conforming and defective work.
- As required by Owner, provide required corrective actions in writing if contractor fails to promptly remove, correct, or replace rejected construction work or materials.
- Monitor the construction schedule for the project and report any expected delays to Owner.
- Analyze construction progress vs. proposed invoices and make recommendation for payment as appropriate.
- Review and recommend actions concerning any proposed design and construction changes and assess impact on project budget.
- Review, evaluate and make recommendations to Owner, as required, on Contract modifications and change orders.
- Ensure contractor has required records, photographs, files, and reports for the construction history of the project.
- Assist Owner and contractor in the preparation and review of punch lists and pre-final and final inspection of the work. Monitor performance of punch list work.
- Performing Contract Administration including:
 - Defining acceptance/performance testing
 - Defining project training
 - Defining turnover processes.
- Advise on and final commissioning for MEP's HVAC, Electrical, Plumbing.

Post Construction after Substantial Completion Support

- Assist Owner and contractor in preparing and reviewing punch lists and pre-final and final inspection of the work. Monitor performance of punch list work.

- Review, evaluate and make recommendations to Owner, as required, to ensure contractor's complete execution of Contract Close-Out and Start-Up requirements.
- Review, evaluate and make recommendations to Owner, as required, to ensure contractor's complete execution of Contract Warranty requirements.
- Work with Owner and contractor to ensure issues discovered after the building is operational are completed.

Exhibit B
Compensation

1.0 Compensation For Services

District shall pay Consultant and Consultant agrees to accept as full compensation for the Services the compensation as provided in **Table B-1**, which is attached hereto and made a part hereof.

2.0 Contract Limit

Payment under this Agreement shall not exceed the amount shown in **Table B-1** without approval from the District in the form of a written amendment to this Agreement.

3.0 Compensation for Additional Services

Compensation for performance of Additional Services under this Agreement, as well as the specific services to be performed and time of completion, must be described in a written amendment to this Agreement in advance of performance of the Additional Services. Failure to execute an amendment as provided above may result in non-payment for the work.

4.0 Invoices

Consultant shall submit invoices to the District monthly for all Services accomplished during the previous calendar month. Monthly invoices shall include separately listed charges for all portions of the Services for which compensation applies, including fees for Subconsultants and reimbursable expenses and costs.

Exhibit C

E-Verify Affidavit

I hereby certify that _____(Contractor) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

As required by subsection 448.095(5)(a), Florida Statutes, Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees.

As required by subsection 448.095(5)(b), Florida Statutes, Contractor will require any subcontractors to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor will maintain a copy of such affidavit for the duration of the contract.

Signature Date

Print Name

Title, Company name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (date) by _____ (name of officer or Contractor, title of officer or Contractor) of _____ (name of Contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

Exhibit D

**HUMAN TRAFFICKING AFFIDAVIT
SECTION 787.06, FLORIDA STATUTES**

Before me, the undersigned authority, personally appeared _____
_____, whom after being duly sworn, deposes and states:

(Affiant)

1. My name is _____ and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with _____, a non-governmental entity. I am authorized to provide this affidavit on behalf of _____.

3. The non-governmental entity, _____, does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

_____, 20__ _____
(Affiant)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization, this _____
_____, 20__ by _____ on behalf of _____
_____, who is personally known
to me or has produced _____ as identification.

Notary Public
Name (Printed) _____

My commission expires _____.
(Printed typed or stamped Commissioned name of Notary Public)