BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 15, 2005 Division: Engineering

Bulk Item: Yes X No ___ Department: Engineering

Staff Contact Person: David Koppel, P.E.

AGENDA ITEM WORDING: Approval to issue attached Request for Qualifications for Americans with Disabilities Act (ADA) compliance assessments for County facilities and roads, subject to review and approval by the County Attorney, OMB/Purchasing, and Risk Management.

ITEM BACKGROUND: As part of a settlement with Plaintiffs Karl Loose and Advocates for Disabled Americans, the County has agreed to conduct an evaluation of its facilities and roads for compliance with ADA and bring facilities into compliance to the extent reasonably possible. Requests for Qualifications will be solicited to identify a consultant to conduct assessments and make recommendations for meeting the requirements of the ADA.

PREVIOUS RELEVANT BOCC ACTION: On February 18, 2003 the Board approved the joint stipulation that included the requirement to conduct assessments of County facilities and roads.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST:_____ **BUDGETED:** Yes __ No___
COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____.

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ____

DIVISION DIRECTOR APPROVAL: _____
David S. Koppel, PE, County Engineer

DOCUMENTATION: Included X Not Required_____

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 2/05

MONROE COUNTY

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES
BY

ARCHITECTURAL/ENGINEERING/SPECIALTY FIRMS OR INDIVIDUALS TO PERFORM

Americans with Disabilities Act (ADA) Compliance Assessments for County Facilities and Roads

BOARD OF COUNTY COMMISSIONERS
Mayor, Dixie M. Spehar, District 1
Mayor Pro Tem, Charles "Sonny" McCoy, District 3
George Neugent, District 2
David P. Rice, District 4
Murray Nelson, District 5

COUNTY ADMINISTRATOR
Thomas J. Willi

CLERK OF THE CIRCUIT COURT
Danny L. Kolhage

COUNTY ENGINEER
David S. Koppel, P.E.

May 2005
PREPARED BY:
Monroe County Engineering Division

NOTICE OF REQUEST FOR QUALIFICATIONS

Request for Professional Services from Architectural/Engineering or Specialized Consulting Firms and Individuals to Perform Americans with Disabilities Act (ADA) Compliance Assessments for County Facilities and Roads.

The Board of County Commissioners of Monroe County, Florida, hereby requests, pursuant to Sec. 287.055, Florida Statutes, sealed statements of qualifications from architectural/engineering and specialized consulting firms or individuals experienced in performing ADA Compliance Assessments for governmental agencies and public facilities.

Interested firms or individuals are requested to indicate their interest by submitting a total of nine (9), two (2) signed originals and seven (7) complete copies of their statement of qualifications in a sealed envelope clearly marked on the outside, with the Respondents name and **"Statement of Qualifications – ADA Compliance Assessments for County Facilities and Roads",** addressed to Monroe County Purchasing Department, 1100 Simonton Street, Room 2-213, Key West, FL 33040, on or before 11:00 A.M. local time on _____. If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. No statements of qualifications will be accepted after 11:00 A.M. Faxed or e-mailed statements of qualifications will be automatically rejected.

Requirements for submission and the selection criteria may be requested from DemandStar by Onvia by calling 1-800-711-1712 or by going to the website **www.demandstar.com** or **http://www.monroecounty-fl.gov/pages/msd/bids.htm** The Public Record is available at the Purchasing Office, 1100 Simonton Street, Key West, Florida.

Technical questions are to be directed, in writing, to Larry S. Chalmers, AIA, Director of Construction & Planning, Engineering Division, 1100 Simonton Street, Key West, FL 33040, or fax to (305) 295-4321.

The Board reserves the right to reject any or all proposals, to waive informalities in the proposals and to re-advertise for proposals. The Board also reserves the right to separately accept or reject any item or items of a proposal and to award and/or negotiate a contract in the best interest of the County.

Interested firms or individuals will be evaluated and selected under the competitive selection procedure of Florida Statute 287.055. In accordance with Florida Statute 287.055(4) (b), please do not submit proposals for compensation.

Dated at Key West, this _____, 2005.
Monroe County Purchasing Department

REQUEST FOR PROFESSIONAL SERVICES
REQUIREMENTS FOR SUBMISSION

Pursuant to Section 287.055, Florida Statutes, notice is hereby given that the Board of County Commissioners of Monroe County is accepting statements of qualifications from Architectural/Engineering firms or individuals experienced in conducting ADA Compliance Assessments of government facilities. Up to 97 Monroe County buildings, totaling 590,000 square feet, 21 parks totaling 118 acres, and some County roads, may be included in the scope of the project. It is contemplated that the work may be awarded in phases.

The submittal must be accompanied by the firm's detailed statement of qualifications and current USGSA Standard Form 330, which can be downloaded from the General Services Administration website at www.GSA.gov, and any additional information which addresses the presentation of the firm's qualifications. The areas of consideration for selecting the most qualified firm for the project include but are not limited to:

- Recent experience of individuals and firm on similar scope and size projects
- Organization
- Schedule and availability
- Past performance record
- Office location
- Monroe County experience
- Project approach and methodology

Only those firms or individuals submitting statements of qualifications that meet the requirements herein specified will be considered regardless of past contacts with Monroe County, or other agencies.

A committee will be developed consisting of the County Engineer, the Public Works Director, the Director of Community Services, and the Director of Construction and Planning or their designees. Following the receipt of the RFQ's, the committee will meet in a noticed public meeting to review the RFQs and may entertain presentations by the person or firms submitting qualifications. Respondents should be prepared to make a presentation to the committee and the Board of County Commissioners, if selected. The committee will rank the submittals in order of preference and make a recommendation to the County Commission to negotiate a contract with the preferred person/firm. Should the County Commission so direct, and a mutually satisfactory agreement cannot be reached between staff and the first recommended person/firm, then staff will negotiate with the next preferred person/firm and so forth. When staff has agreed with the person/firm upon a mutually satisfactory contract, the contract will be brought before the County Commission for final approval. No binding contract is created between any person/firm and the County until a contract is approved by the County Commission.

Monroe County reserves the right to reject any or all proposals, to waive irregularities and informalities in any or all proposals, and to re-advertise for qualifications.

Interested firms or individuals will be evaluated and selected under the competitive selection procedure of Florida Statute 287.055. In accordance with Florida Statute 287.055(4)(b), please do not submit proposals for compensation.

Requirements for submission may be requested from DemandStar by Onvia by calling **1-800-711-1712** or by going to the website **www.demandstar.com** or **http://www.monroecounty-fl.gov/pages/msd/bids.htm.**

Technical questions should be directed, in writing, to Larry S. Chalmers, AIA, Director of Construction & Planning, Engineering Division, 1100 Simonton Street, Key West, FL 33040, or by fax to (305) 295-4321. All answers will be by written addenda.

Interested firms or individuals are requested to indicate their interest by submitting a total of nine (9), two (2) signed originals and seven (7) complete copies of their statement of qualifications in a sealed envelope clearly marked on the outside, with the Respondents name and **"Statement of Qualifications – ADA Compliance Assessments for County Facilities and Roads",** addressed to Monroe County Purchasing Department, 1100 Simonton Street, Room 2-213, Key West, FL 33040, on or before 11:00 A.M. local time on _____. **If forwarded by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. No statements of qualifications will be accepted after 11:00 A.M. Faxed or e-mailed statements of qualifications will also be automatically rejected.**

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

All submissions must remain valid for a period of ninety (90) days from the date of the deadline for submission stated above. The Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Sec. 287.133(3)(d), Florida Statute (1989). Monroe County declares that all or portions of the documents and work papers and other forms of deliverables pursuant to this request shall be subject to reuse by the County.

The Architect/Engineer/Consultant shall obtain insurance as specified in these Requirements for Submission and maintain the required insurance at all times that this Contract is in effect. Professional Services Liability Insurance shall also be maintained for a period to cover all statutes of limitations. In the event the completion of the work (including the work of others) is delayed or suspended as a result of the Architect/Engineer/Consultant's failure to purchase or maintain the required insurance, the Architect/Engineer/Consultant shall indemnify the County from any and all increased expenses resulting from such delay.

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

Dated at Key West, this _____, 2005.
Monroe County Purchasing Department

TABLE OF CONTENTS

NOTICE OF REQUEST FOR QUALIFICATIONS

SECTION ONE - Instruction to Respondents

SECTION TWO - Draft Agreement

SECTION THREE - County Forms

SECTION ONE: INSTRUCTION TO RESPONDENTS

1.01 DESCRIPTION

The Respondent awarded a contract shall provide **ARCHITECTURAL/ENGINEERING/SPECIAL CONSULTING SERVICES to perform ADA Compliance Assessments for County Facilities and Roads** for Monroe County. Assessments will include identification of deficiencies and specific recommendations for achieving compliance with ADA.

As a part of contract negotiations, a final scope of services, project schedule and deliverables for this project shall be developed. The most qualified Respondent selected to negotiate a contract with the County shall base its fee proposal and anticipated reimbursable expenses on these three areas. Once completed, the proposal package will be presented to the Monroe County Board of County Commissioners for review and approval and shall ultimately become a part of the contract.

1.02 COPIES OF RFQ DOCUMENTS

A. Only complete sets of RFQ Documents will be issued and shall be used in preparing responses. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

B. Complete sets of RFQ Documents may be obtained in the manner and at the locations stated in the Notice of Request for Qualifications.

1.03 STATEMENT OF QUALIFICATIONS REQUIREMENTS

See notice of Request for Qualifications

1.04 DISQUALIFICATION OF RESPONDENT

A. NON-COLLUSION AFFIDAVIT: Any person submitting a proposal in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Respondents, the proposals of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future bids for the same work.

B. PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Category Two: $25,000.00

C. DRUG-FREE WORKPLACE FORM: Any person submitting a bid or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

D. LOBBYING AND CONFLICT OF INTEREST CLAUSE: Any person submitting a bid or proposal in response to this invitation must execute the enclosed LOBBYING AND CONFLICT OF INTEREST CLAUSE and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

1.05 EXAMINATION OF RFQ DOCUMENTS

A. Each Respondent shall carefully examine the RFQ and other contract documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent shall in no way relieve him of the obligations and responsibilities assumed under the contract.

B. Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or should he be in doubt as to their meaning, he shall at once notify the County.

1.06 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be furnished to all known prospective Respondents prior to the established Proposal opening date. Each Respondent shall acknowledge receipt of such addenda in their Proposal. In case any Respondent fails to acknowledge receipt of such addenda or addendum, his response will nevertheless be construed as though it had been received and acknowledged and the submission of his response will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Respondent will be bound by such addenda, whether or not received by him. It is the responsibility of each Respondent to verify that he has received all addenda issued before responses are opened.

1.07 GOVERNING LAWS AND REGULATIONS

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Knowledge of occupational license requirements and obtaining such licenses for Monroe County and municipalities within Monroe County are the responsibility of the Respondent.

1.08 PREPARATION OF RESPONSES

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is an individual, the words "doing business as _____", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Respondent is a corporation, the title of the officer signing the Response on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his authority to sign the Response must be submitted. The Respondent shall state in the response the name and address of each person having an interest in the submitting entity.

1.09 SUBMISSION OF RESPONSES

A. Two (2) signed originals and seven (7) copies of each response shall be submitted.

B. The response shall be submitted in a sealed envelope clearly marked on the outside, with the Respondents name and **"Statement of Qualifications – ADA Compliance Assessments for County Facilities and Roads",** addressed to the entity and address stated in the Notice of Request for Qualifications, on or before 11:00 A.M. local time on _____. If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Request for Qualifications. Faxed or e-mailed statements of qualifications shall be automatically rejected. Responses will be received until the date and hour stated in the Notice of Request for Qualification.

C. Each Respondent shall submit with his Response the required evidence of his qualifications and experience.

1.10 CONTENT OF SUBMISSION

The proposal submitted in response to this Request for Qualifications (RFQ) shall be printed on 8-1/2" x 11" white paper and bound; shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Responses shall be organized as indicated below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each Respondent must submit adequate documentation to certify the Respondent's compliance with the County's requirements. Respondent should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Respondent's overall evaluation.

The following information, **at a minimum**, shall be included in the Submittal:

A. Cover Page

A cover page that states "**REQUEST FOR QUALIFICATIONS FOR ADA COMPLIANCE ASSESSMENTS FOR COUNTY FACILITIES AND ROADS**." The cover page should contain Respondent's name, address, telephone number, and the name of the Respondent's contact person.

B. Tabbed Sections

Tab 1. Executive Summary

The Respondent shall provide a narrative of the firm's qualities and capabilities that demonstrate how the firm will work with the County to fulfill the requirements of this Project. Describe the firm's use of technology in the office and in the field. Describe how this technology will be used to produce this Project. List any specific software currently in use or planned for this Project. Describe the firm's methodology for working locally given the extensive amount of field and data collection required for this Project.

Tab 2. Relevant Experience

The Respondent shall provide a project history of the firm or organization demonstrating experience with projects that are similar in scope and size to the proposed Project.

Tab 3. Past Performance on Similar Projects

The Respondent shall provide a list of past projects indicating the following:

Name and full address of the referenced project
Name and telephone number of client contact for referenced project
Date of initiation and completion of contract
Summary of the project and services

Tab 4. Project Approach

The Respondent shall describe the approach and methodology he will take to accomplish the work defined herein. The project approach shall include information on schedule and availability.

Tab 5. Staffing for this Project & Qualifications of Key Personnel

The Respondent shall describe the composition and structure of the firm (sole proprietorship, corporation, partnership, joint venture) and include names of persons with an interest in the firm.

The Respondent shall include a list of the proposed staff that will perform the work required if awarded this contract. An organizational chart and management plan should be included in this section. The Respondent shall also include a

resumé for each member of the project team identifying his/her role on the team and any qualifications relevant to the assigned position.

Tab 6. Services

Respondent shall provide any additional project experience that will give an indication of the Respondent's overall abilities.

Tab 7. Litigation

The Respondent shall provide a history of any past or pending claims and litigation in which the Respondent is involved as a result of the provision of the same or similar services which are requested or described herein.

Tab 8. Other Information

Provide any additional information which will present evaluators with insight about the qualifications, fitness and abilities of the Respondent. Include in this section the location of the main office and the location of the office proposed to work on this project. Provide USGSA SF 330.

Tab 9. County forms

Respondent shall complete and execute the forms specified below and found at the designated pages in this ***RFQ***, and shall include them in the section tabbed 9:

Form	Page
Response Form	30
Lobbying and Conflict of Interest Clause	31
Non-Collusion Affidavit	32
Drug Free Workplace Form	33
Respondent's Insurance and Indemnification Statement	34
Insurance Agent's Statement	35

Copies of all professional and occupational licenses shall be included in this section.

1.11 MODIFICATION OF RESPONSES

Written modification will be accepted from Respondents if addressed to the entity and address indicated in the Notice of Request for Qualifications and received prior to Proposal due date and time. Modifications must be submitted in a sealed envelope clearly marked on the outside, with the Respondents name and **"Modification to Statement of Qualifications – ADA Compliance Assessments for County Facilities and Roads".** If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Request for Qualifications. Faxed or e-mailed modifications shall be automatically rejected.

1.12 RESPONSIBILITY FOR RESPONSE

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the County.

1.13 RECEIPT AND OPENING OF RESPONSES

Responses will be received until the designated time and will be publicly opened. Respondents names shall be read aloud at the appointed time and place stated in the **Notice of Request for Qualifications**. Monroe County's representative authorized to open the responses will decide when the specified time has arrived and no responses received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Respondents or their authorized agents are invited to be present.

1.14 DETERMINATION OF SUCCESSFUL RESPONDENT

The County reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the County. Responses that contain modifications, are incomplete, unbalanced, conditional, obscure, or that contain additions not requested or irregularities of any kind, or that do not comply in every respect with the Instruction to Respondent and the contract documents, may be rejected at the option of the County.

A. Each TAB section will be given points used to score and evaluate firms and individuals. The point structure is as follows:

CRITERIA	MAXIMUM POINTS
TAB 1	10
TAB 2	20
TAB 3	10
TAB 4	20
TAB 5	15
TAB 6	15
TAB 7	05
TAB 8	05
TAB 9	00
TOTAL	**100**

1.15 AWARD OF CONTRACT

A. The County reserves the right to award separate contracts for each phase of the project or for portions of the work, based on geographic area or type of facility, or other, and to waive any informality in any response, or to re-advertise for all or part of the work contemplated. If responses are found to be acceptable by the County, written notice will be mailed to the Respondents of the date and time of the meeting at which the Respondents will be ranked.

B. The County also reserves the right to reject the response of a Respondent who has previously failed to perform properly or to complete contracts of a similar nature on time.

C. The recommendation of the committee and the Responses of three or more Respondents shall be presented to the Board of County Commissioners of Monroe County, Florida, for final selection. Negotiations will be undertaken with the Respondents as ranked.

1.16 EXECUTION OF CONTRACT

The Respondent with whom a contract is negotiated shall be required to return to the County four (4) executed counterparts of the prescribed contract together with the required certificates of insurance.

1.17 CERTIFICATE OF INSURANCE AND INSURANCE REQUIREMENTS

The Respondent shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Monroe County within fifteen (15) days after award of contract, with Monroe County BOCC listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next selected Respondent/Proposer. Policies shall be written by companies licensed to do business in the State of Florida and having an agent for service of process in the State of Florida. Companies shall have an A.M. Best rating of VI or better.

Worker's Compensation	Statutory Limits
Employers' Liability Insurance	$100,000 Accident $500,000 Disease, policy limits $100,000 Disease each employee
General Liability, including Premises Operation Products and Completed Operations Blanket Contractual Liability Personal Injury Liability Expanded Definition of Property Damage	$1,000,000 Combined Single Limit
Vehicle Liability (Owned, non-owned and hired vehicles)	$1,000,000 per Occurrence $1,000,000 Combined Single Limit
Professional Liability	$1,000,000 per Occurrence $2,000,000 Aggregate

Monroe County shall be named as an Additional Insured on the General Liability and Vehicle Liability policies.

1.18 INDEMNIFICATION

The Respondent to whom a contract is awarded shall defend, indemnify and hold harmless the County as outlined below.

The Architect/Engineer/Consultant covenants and agrees to indemnify, hold harmless and defend Monroe County, its commissioners, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by Monroe County, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Architect/Engineer/Consultant or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Architect/Engineer/Consultant, its Subcontractor(s) in any tier, their officers, employees, servants or agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Architect's/Engineer's/Consultant's failure to purchase or maintain the required insurance, the Architect/Engineer/Consultant shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Architect/Engineer/Consultant, the Architect/Engineer/Consultant agrees and warrants that Architect/Engineer/Consultant shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The first ten dollars ($10.00) of remuneration paid to the Architect/Engineer/Consultant is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

MONROE COUNTY, FLORIDA

Request For Waiver
of
Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract:

Respondent: _____

_____

Contract for: _____

Address of Respondent: _____

_____

Phone: _____

Scope of Work: _____

_____

_____

Reason for Waiver: _____

_____

Policies Waiver will apply to: _____

_____

Signature of Respondent: _____

Approved _____ Not Approved _____

Risk Management: _____

Date: _____

County Administrator appeal:

Approved _____ Not Approved _____

Date: _____

Board of County Commissioners appeal:

Approved _____ Not Approved _____

Meeting Date: _____

_____

Respondent **SIGNATURE**

SECTION TWO: DRAFT CONTRACT

These contract documents should be used only after consultation with counsel. The documents are not intended as legal advice appropriate to any specific situation, nor do they purport to address all issues which may arise between the contracting parties. The documents should be amended or supplemented where appropriate.

AGREEMENT FOR

CONSULTING SERVICES
for

This Agreement ("Agreement") made and entered into this _____day of _____, 200____ by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners ("BOCC"),

AND

_____, a _____of the State of _____, whose address is _____ its successors and assigns, hereinafter referred to as "CONSULTANT",

WITNESSETH:

WHEREAS, COUNTY desires to employ the professional services of CONSULTANT for an ADA Compliance Assessment; and

WHEREAS, CONSULTANT has agreed to provide professional services which shall include but not be limited to, determining, documenting and reporting ADA Compliance Assessments for County facilities (including buildings, parks and beaches) and roads, including identification of deficiencies and specific recommendations for achieving compliance with ADA, which services shall collectively be referred to as the "Project";

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONSULTANT agree as follows:

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FORM OF AGREEMENT

ARTICLE 1

1.1 REPRESENTATIONS AND WARRANTIES

By executing this Agreement, CONSULTANT makes the following express representations and warranties to the COUNTY:

1.1.1 The CONSULTANT is professionally qualified to act as the CONSULTANT for the Project and is licensed to provide the designated services by all public entities having jurisdiction over the CONSULTANT and the Project;

1.1.2 The CONSULTANT shall maintain all necessary licenses, permits or other authorizations necessary to act as CONSULTANT for the Project until the CONSULTANT'S duties hereunder have been fully satisfied;

1.1.3 The CONSULTANT has become familiar with the Project sites and the local conditions under which the Work is to be completed.

1.1.4 The CONSULTANT shall prepare all documents required by this Agreement in such a manner that they shall be accurate, coordinated and adequate for use in the subsequent implementation phases and shall be in conformity and comply with all applicable law, codes and regulations. The CONSULTANT warrants that the documents prepared as a part of this Agreement will be adequate and sufficient to accomplish the purposes of the Project, therefore, eliminating any additional cost due to missing or incorrect information;

1.1.5 The CONSULTANT assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ.

1.1.6 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The CONSULTANT shall submit, for the COUNTY's and its representative's information, a schedule for the performance of the CONSULTANT'S services which may be adjusted as the Project proceeds if approved by the COUNTY, and shall include allowances for periods of time required for the COUNTY's review, and for approval of submission by authorities having jurisdiction over the Project. Time limits established by this schedule and approved by the COUNTY may not be exceeded by the CONSULTANT except for delay caused by events not within the control of the CONSULTANT or foreseeable by him. In the event the CONSULTANT does not conform to the schedule, then the CONSULTANT may be assessed a charge up to one percent (1%) of the fee per week until the work product is produced in an acceptable manner. The COUNTY shall assess the charge only after it is determined that the work delay is solely the fault of the CONSULTANT and his subconsultants and is not the fault of the COUNTY or other parties not under the control of the CONSULTANT.

1.1.7 CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT and its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the COUNTY, nor shall they accrue any of the rights or benefits of a COUNTY employee.

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ARTICLE II

SCOPE OF CONSULTANT'S BASIC SERVICE

2.1 DEFINITION

2.1.1 CONSULTANT'S Basic Services consist of those described in Paragraphs 2.2 through 2.6, and other services identified as part of Basic Services, and include normal consulting services to assess ADA compliance, proposed remediation, and completion of the Project. The CONSULTANT shall commence work on the services provided for in this Agreement promptly upon his receipt of a written notice to proceed from the COUNTY. The notice to proceed must contain a description of the services to be performed, and the time within which services must be performed.

2.1.2 Project schedule is as follows:

After Authorization

Phase I – Data Collection and Review
Phase II – Field Investigation
Phase III – Draft ADA Compliance Reports
Phase IV – Final ADA Compliance Reports

Note: Activities listed above may occur concurrently.

The Project must be completed no later than _____. Time is of the essence in this regard.

2.1.3 The CONSULTANT shall identify all barriers in new or altered buildings, facilities and roads that impact accessibility to individuals with disabilities. All documentation of results shall be presented in a written and electronic report format suitable for use in future work. The CONSULTANT shall be responsible for incorporating information contained in County drawings and other documents.

2.2 DATA COLLECTION AND REVIEW

2.2.1 The CONSULTANT shall review county drawings and other such documents that will provide basic information to be used to plan and execute the field data gathering.

2.3 FIELD INVESTIGATIONS

2.3.1 Field investigations shall be performed to include, but not limited to, measurements and photographs that will document the conformity or lack thereof for various elements of each facility or property.

2.4 CLIENT MEETINGS

2.4.1 Included shall be weekly meetings. These meetings shall be held throughout the project for the purpose of scheduling the work and coordinating access for the CONSULTANT'S field investigation teams to County facilities and roads.

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2.5 REPORTS

2.5.1 During the course of the Project, the CONSULTANT shall be required to deliver, to the COUNTY, draft reports for each facility or property. Once the COUNTY has approved all of the draft reports, the CONSULTANT shall organize them into a final report to be delivered to the COUNTY for final review and acceptance. One presentation to the BOCC may be required.

2.6 OTHER:_____

2.7 CORRECTION OF ERRORS, OMISSIONS, DEFICIENCIES

2.7.1 The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the CONSULTANT or its subconsultants, or both.

2.8 WRITTEN NOTICE

Any notices sent by the parties shall be deemed to have been duly served if delivered in person to the individuals and addresses listed below, or if delivered or sent by first class mail, certified, return receipt, or by courier with proof of delivery.

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONSULTANT. The correspondence shall be directed to:

Mr. David S. Koppel, P.E.
Monroe County Engineer
1100 Simonton Street, Room 2-215
Key West, Florida 33040

And: Mr. Thomas Willi
Monroe County Administrator
1100 Simonton Street, Room 2-205
Key West, Florida 33040

Notice to the CONSULTANT shall be delivered to:

_____
_____
_____
_____

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ARTICLE III

ADDITONAL SERVICE

3.1 The services described in this Article III are not included in Basic Services. They shall be paid for by the COUNTY as an addition to the compensation paid for the Basic Services but only if approved by the COUNTY before commencement, and are as follows:

A. Providing services of CONSULTANTs for other than the previously listed consulting scope of the Project provided as a part of Basic Services.

B. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted consulting practice.

C. Providing representation before public bodies in connection with the Project, upon approval by COUNTY.

3.2 If Additional Services are required, such as those listed above, the COUNTY shall issue a letter requesting and describing the requested services to the CONSULTANT. The CONSULTANT shall respond with a fee proposal to perform the requested services. Only after receiving an amendment to the Agreement and a notice to proceed from the COUNTY, shall the CONSULTANT proceed with the Additional Services.

ARTICLE IV
COUNTY'S RESPONSIBILITIES

4.1 The COUNTY shall provide full information regarding requirements for the Project including objectives, schedule, constraints and criteria.

4.2 The COUNTY shall designate a representative to act on the COUNTY's behalf with respect to the Project. The COUNTY or its representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services.

4.3 Prompt written notice shall be given by the COUNTY and its representative to the CONSULTANT if they become aware of any fault or defect in the Project or non-conformance with the Agreement Documents. Written notice shall be deemed to have been duly served if sent pursuant to paragraph 2.8.

4.4 The COUNTY shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the CONSULTANT'S services and work of the contractors.

4.5 The COUNTY's review of any documents prepared by the CONSULTANT or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the COUNTY's criteria, as, and if, modified. No review of such documents shall relieve the CONSULTANT of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

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4.6 The COUNTY shall provide copies of necessary documents required to complete the work.

4.7 Any information that may be of assistance to the CONSULTANT that the COUNTY has immediate access to will be provided as requested.

ARTICLE V
INDEMNIFICATION AND HOLD HARMLESS

The CONSULTANT covenants and agrees to indemnify, hold harmless and defend COUNTY, its commissioners, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by Monroe County, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by CONSULTANT or its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the CONSULTANT, its Subcontractor(s) in any tier, their officers, employees, servants and agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Architect/Engineer/Consultant's failure to purchase or maintain the required insurance, the CONSULTANT shall indemnify COUNTY from any and all increased expenses resulting from such delay. Should any claims be asserted against COUNTY by virtue of any deficiency or ambiguity in the plans and specifications provided by the CONSULTANT, the CONSULTANT agrees and warrants that CONSULTANT hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the COUNTY's behalf.

The first ten dollars ($10.00) of remuneration paid to the CONSULTANT is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the Agreement.

ARTICLE VI
PERSONNEL

6.1 PERSONNEL

The CONSULTANT shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions as indicated:

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NAME	FUNCTION

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. If they are replaced the CONSULTANT shall notify the COUNTY of the change immediately.

ARTICLE VII
COMPENSATION

7.1 CONTRACT SUM

7.1.1 The COUNTY shall pay the CONSULTANT in current funds for the CONSULTANT'S performance of this Agreement as follows: _____.

7.2 PAYMENTS

7.2.1 For its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONSULTANT shall be paid monthly.

(A) If the CONSULTANT'S duties, obligations and responsibilities are materially changed by amendment to this Agreement after execution of this Agreement, compensation due to the CONSULTANT shall be equitably adjusted, either upward or downward;

(B) As a condition precedent for any payment due under this Agreement, the CONSULTANT shall submit monthly, unless otherwise agreed in writing by the COUNTY, a proper invoice to COUNTY requesting payment for services properly rendered and reimbursable expenses due hereunder. The CONSULTANT'S invoice shall describe with reasonable particularity the service rendered. The CONSULTANT'S invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought at the COUNTY may require.

7.3 REIMBURSABLE EXPENSES

7.3.1 Reimbursable expenses include expenses incurred by the CONSULTANT in the interest of the project outside of the basic scope of work:

a. Expense of transportation submitted by CONSULTANT, in writing, and

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living expenses in connection with travel authorized by the COUNTY, in writing, but only to the extent and in the amounts authorized by Section 112.061, Florida Statutes;

b. Reproductions as requested only by the COUNTY (beyond 6 complete reports in electronic and printed format, plus one complete reproducible set);

c. Postage and handling of reports;

7.4 BUDGET

7.4.1 The CONSULTANT may not be entitled to receive, and the COUNTY is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal year (October 1 - September 30) by COUNTY's Board of County Commissioners. The budgeted amount may only be modified by an affirmative act of the COUNTY's Board of County Commissioners.

7.4.2 The COUNTY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners and the approval of the Board members at the time of contract initiation and its duration.

ARTICLE VIII
INSURANCE

8.1 The CONSULTANT shall obtain insurance as specified and maintain the required insurance at all times that this Agreement is in effect. Professional Liability Insurance shall also be maintained as specified. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONSULTANT'S failure to purchase or maintain the required insurance, the CONSULTANT shall indemnify the COUNTY from any and all increased expenses resulting from such delay.

8.2 The coverage provided herein shall be provided by an insurer with an A.M. Best rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days notice to the COUNTY prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.

8.3 CONSULTANT shall obtain and maintain the following policies:

A. Workers' Compensation insurance as required by the State of Florida.

B. Employers Liability Insurance with limits of $100,000 per Accident, $500,000 Disease, policy limits, $100,000 Disease each employee.

C. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with One Million Dollars ($1,000,000.00) combined single limit and One Million Dollars ($1,000,000.00) annual aggregate.

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D. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the CONSULTANT or any of its employees, agents or subcontractors or subconsultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with One Million Dollars ($1,000,000) per occurrence and annual aggregate.

E. Professional liability insurance of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) annual aggregate. If the policy is a "claims made" policy, CONSULTANT shall maintain coverage or purchase a "tail" to cover claims made after completion of the project to cover the statutory time limits in Chapter 95 of the Florida Statutes.

F. COUNTY shall be named as an additional insured with respect to CONSULTANT'S liabilities hereunder in insurance coverages identified in Paragraphs C and D.

G. CONSULTANT shall require its subconsultants to be adequately insured at least to the limits prescribed above, and to any increased limits of CONSULTANT if so required by COUNTY during the term of this Agreement. COUNTY will not pay for increased limits of insurance for subconsultants.

H. CONSULTANT shall provide to the COUNTY certificates of insurance or a copy of all insurance policies including those naming the COUNTY as an additional insured by Section 12.1.3 including any subsection thereunder. The COUNTY reserves the right to require a certified copy of such policies upon request.

ARTICLE IX
MISCELLANEOUS

9.1 SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

9.2 OWNERSHIP OF THE PROJECT DOCUMENTS

The documents prepared by the CONSULTANT for this Project belong to the COUNTY and may be reproduced and copied without acknowledgement or permission of the CONSULTANT.

9.3 SUCCESSORS AND ASSIGNS

The CONSULTANT shall not assign its right hereunder, except its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the COUNTY. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

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9.4 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

9.5 TERMINATION

Either party hereto may terminate this Agreement upon giving seven (7) days written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein. The COUNTY may terminate this Agreement without cause upon giving fifteen (15) days written notice to the CONSULTANT. If the COUNTY utilizes this provision, the termination shall supersede any obligation under paragraph 9.15. Termination expenses shall be paid and shall include all expenses until date of termination and any additional services required in order to stop performance of services, subject to audit for verification.

9.6 CONTRACT DOCUMENTS

This contract consists of the Form of Agreement (Articles I-IX), the CONSULTANT'S response to the RFQ, the documents referred to in the Form of Agreement as a part of this Agreement, and attachments _____. In the event of any conflict between any of the Contract documents, the one imposing the greater burden on the CONSULTANT will control.

9.7 PUBLIC ENTITIES CRIMES

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

By signing this Agreement, CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONUSULTANT has been placed on the convicted vendor list.

CONSULTANT will promptly notify the COUNTY if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

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9.8 MAINTENANCE OF RECORDS

CONSULTANT shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONSULTANT pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONSULTANT shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

9.9 GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, COUNTY and CONSULTANT agree that venue shall lie in Monroe County, Florida, in the appropriate court or before the appropriate administrative body. The Parties waive their rights to a trial by jury. The COUNTY and CONSULTANT agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of the parties, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

9.10 SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONSULTANT agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

9.11 ATTORNEY'S FEES AND COSTS

The COUNTY and CONSULTANT agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

9.12 BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONSULTANT and their respective legal representatives, successors, and assigns.

9.13 AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

9.14 CLAIMS FOR FEDERAL OR STATE AID

CONSULTANT and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

9.15 ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONSULTANT agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

9.16 COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONSULTANT agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONSULTANT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

9.17 NONDISCRIMINATION

CONSULTANT and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONSULTANT or COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of

1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

9.18 COVENANT OF NO INTEREST

CONSULTANT and COUNTY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

9.19 CODE OF ETHICS

COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

9.20 NO SOLICITATION/PAYMENT

The CONSULTANT and COUNTY warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONSULTANT agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.21 PUBLIC ACCESS.

The CONSULTANT and COUNTY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT and COUNTY in connection with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONSULTANT.

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9.22 NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CONSULTANT and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

9.23 PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

9.24 LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

9.25 NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the CONSULTANT and the COUNTY agree that neither the CONSULTANT nor the COUNTY or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

9.26 ATTESTATIONS AND TRUTH IN NEGOTIATION

CONSULTANT agrees to execute such documents as COUNTY may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement. Signature of this Agreement by CONSULTANT shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation pursuant to the Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or concurrent wage rates and other

factual unit costs. All such adjustments must be made within one year following the end of the Agreement.

9.27 NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

9.28 EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

(SEAL)
Attest: DANNY L. KOLHAGE, Clerk

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By:_____
Deputy Clerk

By:_____
Mayor/Chairman

Date:_____

(Seal)
Attest:

CONSULTANT

BY:_____

By:_____

Title:_____

Title:_____

END OF AGREEMENT

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SECTION THREE: RESPONSE FORMS

RESPONSE FORM

RESPOND TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
c/o PURCHASING DEPARTMENT
GATO BUILDING, ROOM 2-213
1100 SIMONTON STREET
KEY WEST, FLORIDA 33040

I acknowledge receipt of Addenda No.(s) _____

I have included:

- The Submission Response Form_____
- Lobbying and Conflict of Interest Clause ____
- Non-Collusion Affidavit ____
- Drug Free Workplace Form ____
- Respondent's Insurance and Indemnification Statement _____
- Insurance Agent's Statement _____

In addition, I have included a current copy of the following professional and occupational licenses:

_____

(Check mark items above, as a reminder that they are included.)

Mailing Address: _____Telephone: _____

_____ Fax: _____

_____Date: _____

Signed: _____ Witness: _____

(Seal)

_____
(Name)

_____
(Title)

LOBBYING AND CONFLICT OF INTEREST CLAUSE

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"_____"
(Company)

"... warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee".

_____
(Signature)

Date:_____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on _____

(date) by _____ (name of affiant). He/She is personally

known to me or has produced _____ as

identification. (type of identification)

_____
NOTARY PUBLIC

My commission expires:_____

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____

   of the firm of _____

   the bidder making the Proposal for the project described in the Request for Qualifications for:

   _____

   and that I executed the said proposal with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. no attempt has been made or will be made b the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
5. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

_____ _____
(Signature of Respondent) (Date)

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this _____ day of _____ 20____.

_____
NOTARY PUBLIC

My Commission Expires:

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

_____
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
Respondent's Signature

_____
Date

_____
NOTARY PUBLIC

My Commission Expires: _____

Respondent's Insurance and Indemnification Statement

Insurance Requirement	Required Limits
Worker's Compensation	Statutory Limits
Employer's Liability	$100,000/$500,000/$100,000
General Liability	$1,000,000 Combined Single Limit
Vehicle Liability	$1,000,000 Combined Single Limit per Occurrence/$1,000,000 Aggregate
Professional Liability	$1,000,000 per Occurrence/$2,000,000 Aggregate

IDEMNIFICATION AND HOLD HARMLESS FOR CONSULTANTS AND SUBCONSULTANTS

The Architect/Engineer/Consultant covenants and agrees to indemnify, hold harmless and defend Monroe County, its commissioners, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including property owned by Monroe County, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Architect/Engineer or Consultant or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Architect/Engineer/Consultant, including its Subcontractor(s) in any tier, their officers, employees, servants or agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Architect/Engineer/Consultant's failure to purchase or maintain the required insurance, the Architect/Engineer/Consultant shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the COUNTY by virtue of any deficiency or ambiguity in the plans and specifications provided by the Architect/Engineer/Consultant, the Architect/Engineer/Consultant agrees and warrants that Architect/Engineer/Consultant shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The first ten dollars ($10.00) of remuneration paid to the Architect/Engineer/Consultant is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the Agreement.

RESPONDENT'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

_____ _____

Respondent Signature

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

POLICY	DEDUCTIBLES
_____	_____
_____	_____
_____	_____
_____	_____

Liability policies are _____Occurrence _____Claims Made

_____
Insurance Agency

_____
Signature

Print Name: _____

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

KARL LOOSE, ADVOCATES FOR
DISABLED AMERICANS,

Plaintiffs

v.

Case No.: 03-10019-CIV-Highsmith
Magistrate Judge Turnoff

MONROE COUNTY

Defendant
_____/

JOINT STIPULATION OF SETTLEMENT AND
REQUEST FOR DISMISSAL OF CASE

Plaintiffs Karl Loose ("Loose") and Advocates for Disabled Americans ("Advocates"), and Defendant Board of County Commissioners of Monroe County ("Monroe County"), hereby file this joint stipulation of settlement and state as follows:

1. The Plaintiffs have sued the Defendant for alleged violations of the Americans with Disabilities Act ("ADA") at Higgs Beach County Park ("Higgs Beach"), the location of which is precisely set forth at § 13.5-3 of the Monroe County Code, and at the Jackson Square Court House complex ("Jackson Square"), which is located in the 500 block of Whitehead Street in Key West, Florida. Three buildings in the Jackson Square complex are the subject of the Plaintiffs' complaint: a.) the recently renovated historic Court House ("Old Court House"); b) the Court House Annex ("Annex"), and c) the Lester Building ("Lester

Building") which contains the Clerk of Court's record center as well as the offices for other State and County agencies.

2. The parties have reached an amicable settlement of the issues raised by the pleadings in this case and seek the Court's approval of the settlement and a dismissal with prejudice, subject to the Court's retaining jurisdiction to enforce the terms of this agreement.

3. Monroe County agrees that it will make a good faith effort to move forward with all deliberate speed to correct the deficiencies to the extent reasonably possible, which the Plaintiffs allege to exist at Higgs Beach and Jackson Square as more fully set forth below.

4. Plaintiffs Loose and Advocates agree that during the period beginning with the execution of this agreement and ending on Memorial Day, 2006, that neither will file suit against Monroe County for any perceived violations of the Americans with Disabilities Act, the Florida Americans with Disabilities Accessibility Implementation Act, or any similar federal or state statute, or local ordinance, without first giving the Monroe County Attorney's Office 120 days advanced written notice of the perceived violation prior to filing suit in order to permit Monroe County to take corrective action in lieu of litigation.

Jackson Square

5. Monroe County will relocate and/or repaint any of the noncompliant disabled parking spaces in the Jackson Square complex so that each space complies with the requirements of the ADA to the extent reasonably possible,

including but not limited to size, location, total number, slope or grade, signage and access aisles. This correction shall be completed by Memorial Day, 2005.

Old Court House

6. Monroe County will install appropriate signage to inform disabled individuals and others of the accessible entrance to the Old Court House building. This correction shall be completed by Memorial Day 2004.

7. Monroe County will remove and/or modify the handrail on the steps leading to the non-public entrance to the misdemeanor division of the clerk of court's office so that the handrail will not obstruct the path of access from the street to the accessible entrance to the Old Court House. This correction shall be completed by Memorial Day 2004.

8. Monroe County will adjust the height of public drinking fountains located on each floor of the Old Court House to a level that complies with the ADA to the extent reasonably possible. This correction shall be completed by Memorial Day 2005.

Court House Annex

9. Monroe County will lower the coat hooks in the first floor accessible bathrooms in the Court House Annex to a level that complies with the requirements of the ADA. This correction shall be completed by Memorial Day 2004.

10. Monroe County will install at least one sign on every floor of the Court House Annex that is open to the public advising that accessible bathrooms are available on the first floor of the building. This correction shall be completed by Memorial Day 2004.

Lester Building

11. Monroe County will retrofit at least one public bathroom in the Lester Building so that it complies with the requirements of the Americans with Disabilities Act to the extent reasonably possible and will install appropriate signage throughout the building which directs the public to that bathroom. This correction shall be completed by Memorial Day 2006.

Higgs Beach

12. Monroe County will relocate and/or repaint any of the noncompliant disabled parking spaces at Higgs Beach so that each space complies with the requirements of the ADA to the extent reasonably possible, including but not limited to size, location, total number, slope or grade, signage and access aisles. The Higgs Beach parking corrections shall be completed by Memorial Day, 2005.

13. Monroe County shall create an accessible route and entrance to the tennis courts located at Higgs Beach in a manner that complies with the requirements of the ADA to the extent reasonably possible. This correction shall be completed by Memorial Day, 2005.

14. Monroe County shall provide access to the extent reasonably possible to the services provided on the beach at Higgs Beach, including access to vendors, security offices, picnic areas, and to the beach itself. These corrections shall be completed by Memorial Day, 2005.

15. Monroe County shall provide at least one publicly accessible bathroom that satisfies the requirements of the ADA at Higgs Beach to the extent reasonably possible. This correction shall be completed by Memorial Day, 2006.

General provisions

16. Monroe County shall conduct a self evaluation of its facilities and roads, including those not subject to this action, to update its transition plan for bringing each facility and road into compliance with the ADA to the extent reasonably possible. This self evaluation shall be completed by Memorial Day, 2006.

17. Loose and Advocates agree that, in the event that Monroe County fails to perform any of the conditions in this stipulation, that either will provide written notice of such failure to the Monroe County Attorney's office. Monroe County shall then have 30 days to cure said deficiency before this agreement shall be deemed to have been breached. Any unresolved disputes shall be resolved by the Court; the prevailing party shall be entitled to an award of attorney's fees and costs, if appropriate.

18. Monroe County agrees to pay the Plaintiffs the sum total of fourteen thousand dollars ($14,000.00) in attorney's fees and costs. The parties agree

that no damages are to be awarded the Plaintiffs in this action. The parties further agree that Monroe County shall have no further liability for any costs and/or fees incurred by the Plaintiffs, including but not limited to those incurred by the Plaintiffs' counsel and/or experts, except as provided in paragraph 17 of this agreement.

19. Nothing in this agreement shall be construed as an admission of liability by any of the parties as to any of the issues raised in this action. The parties shall exchange mutual general releases in a form satisfactory to them.

WHEREFORE, the parties respectfully request that this Honorable court enter an order approving the foregoing stipulation of settlement, retaining jurisdiction over this action for the purpose of enforcing the terms of this stipulation, and dismissing this action with prejudice.

For the Plaintiffs Karl Loose and Advocates for Disabled Americans, Inc.

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