

**ARCHITECTURAL/ENGINEERING SERVICES CONTRACT
CONTRACT 22-01**

This Contract is entered into, pursuant to the Florida Consultants' Competitive Negotiation Act, this ____ day of _____, 2022, by and between the **Bay County Transportation Planning Organization**, 1010 Cone Avenue, Panama City, Florida 32401, ("TPO"), a Florida local governmental entity, and **MLD Architects, LLC**, ("Architect") for the Design and Construction Management of a new bus wash facility located at 920 Wilson Avenue Panama City, Florida 32401 (Bayway Operations and Maintenance Facility).

Funding for this project has been made possible through grants from the Federal Transit Administration (FTA) and is contingent upon strict conformance to the guidelines set forth by FTA.

Intent

The TPO desires to engage the Architect to provide professional services to design, engineer, and obtain permits for the construction of a bus wash facility, and manage Contractor(s) as required for, the property located at 920 Wilson Avenue, Panama City, Florida 32401. The design shall be reviewed and approved by the TPO, or its designee, prior to completion of the project.

Scope of Services

The Architect will perform those services stated in the Scope of Services, attached hereto and incorporated herein, as Exhibit B, RFQ 22-01 and Architect's response to RFQ 22-01, attached hereto and incorporated herein, as Exhibit A, and Architect's Scope of Work, attached hereto and incorporated herein, as Exhibit C.

Compensation

The terms and conditions of this contract are based upon the Architect's proposal hereto attached as Exhibit E. For the satisfactory completion of the services to be provided under this Contract, the TPO agrees to pay the Architect a not to exceed sum of \$_____ contingent upon those conditions of payment set forth in Exhibit E which provide the detail on the rates and reimburseables.

Notwithstanding anything contained herein to the contrary (including exhibits and appendices), payments shall be made in accordance with the Florida Prompt Payment Act, Section 218, Florida Statutes, upon receipt of the Architect's invoice and written approval of same by the TPO's Designated Representative, Lamar Hobbs, indicating that services have been rendered and/or goods have been delivered in conformity with this Agreement.

Method of Payment

The Architect will adhere to the following procedures in requesting payment for its services under this agreement:

- a. The Architect shall submit monthly progress reports in sufficient detail to show progress on each task of the Scope, as described in Exhibit A, Exhibit B, Exhibit C and current, open Task Work Orders. Reports shall be submitted by the fifteenth (15th) day of the subsequent month whether or not an invoice accompanies the report.
- b. The Architect shall submit monthly invoices signed by a principal or authorized project director of the Architect as to their accurateness. The invoice summary and progress report shall show, by task, percent completion, previous billings, and current billing. Each invoice shall be consecutively numbered and shall include the TPO Project Number (TPO Project, Task Number). The Bay County Transit Department staff shall provide this information for each Task Work Order.
- c. The final payment for each Task Work Order shall be withheld until final completion of all work on that task.
- d. The invoices shall be accompanied by the monthly progress report.
- e. When the Transit System Program Administrator has approved the statement, the statement will be submitted for payment and the Finance Department will issue a check to the Architect.
- f. The TPO may withhold payment until questions of accuracy and correctness of the monthly invoice and monthly progress report are cleared up to the satisfaction of the TPO. Otherwise, payment shall be governed by the Florida Local Government Prompt Payment Act, Sections 218.70 et. seq., Florida Statutes.
- g. All sub-consultants/contractors will be paid through the Architect and by the Architect.

Work Product

The Architect shall provide copies of all draft and final work products as identified in each Task Work Order. Work products shall be in a format compatible with the TPO's computer system and as specified by the TPO. For all tasks, no less than a final printed product and an electronic product shall be delivered to the TPO.

Truth-in-Negotiation Certificate

The Architect certifies that wage rates and other factual unit costs supporting the Compensation are accurate, complete, and current at the time of contracting. Pursuant to Section 287.055(5), Florida Statutes, the original contract price and any additions thereto will be adjusted to exclude any significant sums by which, as determined by the TPO, the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the contract.

Liaison

The TPO's designated liaison with the Architect for the purposes of this Contract is Lamar Hobbs, Transit Program Administrator, Bay County Transit Department.

The Architect's designated liaison with the TPO is **Jerry A. Scott, Principal-in-Charge, Lead Architect, MLD Architects, LLC.**

Effective Date and Time of Performance

The Architect shall perform all of its required services, under this Contract, so that all design and construction work is completed within 18 months of the date the Notice to Proceed is issued by the TPO. Plans shall be submitted to the Transit Operations Coordinator for review and coordination as outlined in Exhibit B.

Insurance

The Architect represents that it has obtained and will maintain at its expense for the duration of this Contract, those insurance coverage requirements set forth in the attached Exhibit D and incorporated by reference.

Indemnification and Hold Harmless

To the maximum extent permitted by law, the Architect shall indemnify and hold harmless the TPO, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Architect and other persons employed or utilized by the Architect in the performance of the agreement.

The parties understand and agree that such indemnification by the Architect relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter.

The Architect's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

This Section survives termination or expiration of this Contract.

Independent Architect

The Architect shall at all times, relevant to this contract, be an independent contractor and in no event shall the Architect, nor any employees, contractors or sub-contractors under it, be considered to be employees of the Bay County TPO. The contracting parties represent by their signature that no employer-employee relationship is established between the Architect and the TPO by the terms of this Contract. It is understood by the parties that the Architect is an independent Architect and as such, neither it nor its employees, if any, are employees of the TPO for purposes of tax, retirement system or social security (FICA) withholding.

Architect has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Architect. The direction of the work of Architect's employees shall be under the exclusive control of Architect. If the TPO objects to the presence or performance of any employee of Architect, then Architect shall remove such employee from TPO premises.

Cooperation

Architect agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Architect will cooperate with the TPO, or its designee, as requested and specifically to allow the TPO to inspect the performance of work of this Contract.

Corrective Action

A Corrective Action notice is written notice to the Architect that the Architect is in breach of certain provisions of this Contract and that correction is required. Any corrective action notice will specify a reasonable time for corrective action to be completed. The Architect shall implement the Corrective Action specified in the notice and provide written documentation to substantiate the implementation of the Corrective Action. If the Architect fails to implement the Corrective Action specified in the notice in the time required and provide written documentation of the remedial action to the TPO, the TPO may terminate this Contract pursuant to the "Termination for Breach" provision of this Contract and have all other rights and remedies under this Contract.

Records

The TPO is a public agency subject to Chapter 119, Florida Statutes. The Architect shall comply with Florida's Public Records Law. Specifically, the Architect shall:

- a. Keep and maintain public records required by the TPO to perform the service;
- b. Upon request from the TPO, provide the TPO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Architect does not transfer the records to the TPO;
- d. Upon completion of the contract, transfer, at no cost to the TPO, all public records in possession of the Architect, or keep and maintain public records required by the TPO to perform the service. If the Architect transfers all public records to the TPO upon completion of the contract, the Architect shall destroy any **duplicate** public records that are exempt or confidential and exempt from public records disclosure requirements. If the Architect keeps and maintains public records upon completion of the contract, the Architect shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TPO, upon request from the TPO in a format that is compatible with the information technology systems of the TPO.

Audit and Inspection

The Architect shall maintain all financial records, documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated, either by the TPO, FDOT or the FTA, and audit findings

have not been resolved by the end of the five (5) years, the records shall be retained until resolution of the audit findings. The Architect shall assure that these records shall be available for inspection, review, or audit at all reasonable times by persons duly authorized by the TPO, FTA, or this Agreement. The Architect shall permit the TPO or FTA to inspect all work, payrolls, records of personnel, invoices, and other relevant data and records; and to audit the books, records and accounts of the Architect, pertaining to the development of the project. The TPO and FTA shall have full access to, and the right to examine, any of the records and documents during the retention period.

Public Records Custodian

If the Architect has questions regarding the application of Chapter 119, Florida Statutes, to the Architect's duty to provide public records relating to this contract, contact **Lamar Hobbs, Transit System Program Administrator**, at **(850) 248-8161**, **lhobbs@baycountyfl.gov** or **1010 Cone Avenue, Panama City, Florida 32401**.

Prohibition Against Contingent Fees

Pursuant to Florida Statute 287.055 (6)(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The Architect warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Architect to solicit or secure this 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 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 this provision, the TPO shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as an Architect, 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.

By signing the Agreement, Architect 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 the TPO's competitive procurement activities.

In addition to the foregoing, Architect further represents that there has been no determination, based on an audit, that it or any subcontractor or sub-consultant 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 Architect has been placed on the convicted vendor list.

Architect will promptly notify the TPO if it or any subcontractor or sub-consultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

Employment Eligibility Verification

Architect shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Architect during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Architect to perform work pursuant to the contract with the TPO.
3. By signing this agreement, the Architect certifies compliance with the above requirements.

Modification, Assignability of Contract

This Contract, including all documents incorporated by reference, contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in the written contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

The Architect may not subcontract or assign its rights (including the right to compensation) or duties arising under this Contract without the prior written consent of the TPO. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract. In the event the Architect will deliver any services through a sub-consultant or subcontractor, the Task Order shall contain as an attachment the name and address of the sub-consultant or subcontractor and a detailed description of the qualifications, experience and services to be performed by the sub-consultant or subcontractor, and the amount or rate and method of compensation.

Termination for Convenience

The TPO may terminate this Contract at any time for any reason by giving at least thirty (30) days’ notice in writing to the Architect. If the contract is terminated by the TPO as provided herein, the Architect will be entitled to receive payment for those services reasonably performed to the date of termination.

Termination for Cause

If the Architect fails to comply with any of the terms and conditions of this Contract, the TPO may give notice, in writing, to the Architect of any or all deficiencies claimed. The notice will be

sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within ten (10) days, the TPO may, with no further notice, declare this Contract to be terminated. The Architect will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the TPO by reason of the Architect's failure to comply with this contract.

Notwithstanding the above, the Architect is not relieved of liability to the TPO for damages sustained by the TPO by virtue of any breach of this Contract by the Architect and the TPO may withhold any payments to the Architect for the purpose of setoff until such time as the amount of damages due the TPO from the Architect is determined.

Documents Incorporated by Reference

Bay County TPO's Request for Qualifications (RFQ 22-01), Exhibit A hereto, and all attachments to it, along with the Response to the Request for Qualifications are incorporated by reference and are material elements of this Contract. The TPO is responsible for compliance with all applicable Federal or State laws. The Architect specifically agrees to assist the TPO with ensuring compliance with all applicable Federal or State laws.

Laws, Rules and Regulations

General Laws: Architect shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Architect's performance of this Contract and the preservation of public health and safety. Upon request by the TPO or FTA, Architect shall provide proof of such compliance to the TPO or FTA.

Illegal Alien Labor: Architect shall comply with all provisions of state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Architect shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Architect that the subcontractor is in compliance with such laws. Architect agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Architect shall pay all costs incurred to initiate and sustain the verification programs.

Federal Transit Authority

Architect shall at all times comply with all applicable FTA regulations, policies, procedures, and directives including, without limitation, those listed directly or by reference in the Master Agreement between the TPO and the Architect, as may be amended or promulgated from time to time during the term of this contract. Architect's failure to so comply shall constitute a material breach of this contract.

Duty to Pay Defense Costs and Expenses

The Architect agrees to reimburse and pay on behalf of the TPO the cost of the TPO's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Indemnification and Hold Harmless

paragraph or 2) other claims arising out of the Architect's performance of the Contract and in which the TPO has prevailed.

Such payment on the behalf of the TPO shall be in addition to any and all other legal remedies available to the TPO and shall not be considered to be the TPO's exclusive remedy.

This Section survives termination or expiration of this Contract.

Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

Waiver

No term of this Contract may be waived except in a writing signed by the party waiving enforcement. No term of this Contract shall be deemed to be waived by reason of any failure to previously enforce such term. In no event shall the making of any payment required by this Contract constitute or be construed as a waiver by the TPO of any breach of this Contract or a waiver of any default of Architect and the making of such payment by the TPO while any such default or breach shall exist shall in no way impair or prejudice any right of the TPO.

Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the U.S. mail, properly stamped and addressed to:

For the TPO:
Bay County TPO
1010 Cone Avenue
Panama City, Florida 32401
Attn: Lamar Hobbs

For the Architect:
MLD Architects, LLC
211 John Knox Road, Suite 105
Tallahassee, Florida 32303
Attn: JJ Scott

Or, by electronic mail including a Read Receipt or by Facsimile. The Architect shall notify the Bay County TPO of any change to its address. The TPO will disseminate the address change to all applicable parties and agencies. The Architect's notification of address change is sufficient if sent by email or facsimile.

Special Representation

The Architect represents that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Contract. The Architect further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiation leading to the award of this Contract. Any such activity by the Architect shall make this Contract null and void.

Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The proposal form and attachments are next.
- c. The initial solicitation provisions are final priority.

Additional Considerations

It is not the intent of this Contract to specify all areas that can or should be effectively coordinated, rather, this Contract will serve as documentation of minimum compliance with the above sections and are generally to serve as a joint pledge of cooperation realizing the mutual benefit to be derived for effectuating a close and realistic working relationship.

Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the TPO, or Architect shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing

Nondiscrimination

Compliance and Regulations: The Architect shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Agreement.

Nondiscrimination: The Architect, with regard to the work performed during the contract, shall not discriminate on the basis of race, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Architect, either by competitive biddings or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Architect of the Architects obligations under this contract and the Regulations, relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

Construction and Venue

This Contract will be construed under and governed by the laws of the State of Florida. In the event of litigation concerning it, venue will be in the appropriate State Court of Bay County, Florida.

Independent Contractor

The Architect shall be an independent contractor, and shall not hold itself or its employees out as employees of the TPO.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Contract as of this ____ day of _____, 2022.

Executed by:

**TRANSPORTATION PLANNING ORGANIZATION,
BAY COUNTY FLORIDA**

By:

Pamn Henderson, Board Chair

Attest:

Lamar Hobbs, Transit Program Administrator

Approved

as to form:

William C. Henry, TPO Attorney

ARCHITECT.

By:

Jerry A. Scott, Principal-in-Charge, Lead Architect

Attest:

Name

State of Florida

County of Bay

This Contract was acknowledged and subscribed before me the undersigned notary this ____ day of _____, 2022, by _____, as _____ of _____ and with proper authority, and who is personally known by me or produced identification of _____.

Notary Public:

EXHIBITS:

- A. Scope of Services
- B. Architect's Response to RFQ 22-01
- C. Insurance Requirements
- D. Architect's Billing Rate Summary

EXHIBIT A
SCOPE OF SERVICES

INTRODUCTION/SCOPE OF SERVICES

The Bay County Transportation Planning Organization (TPO) is seeking Qualifications from firms to design and perform construction management services for the construction of a new bus wash facility located at 920 Wilson Avenue Panama City, Florida 32401. Bayway, Bay County's only Public Transit System has determined a need for the design and construction of a new bus wash facility to be used for exterior washing of transit vehicles. The proposed facility will be built on the grounds of the Bayway Operations and Maintenance Facility which is located at 920 Wilson Avenue Panama City, Florida 32401.

The selected design firm (Design Team) shall provide professional services for the following architectural and engineering planning and design of the proposed facility. The proposed Design Team shall provide a detailed description of each deliverable to be included in the proposal response.

- project management
- architectural design
- structural engineering design
- civil engineering
- mechanical engineering (HVAC) design
- plumbing design
- fire suppression design
- maintenance equipment selection
- cost estimating
- (FTA) independent cost estimate
- electrical engineering design
- security analysis
- geotechnical engineering (may be a separately contracted service)
- environmental engineering (may be a separately contracted service)
- surveying (may be a separately contracted service)
- landscaping
- fire and life safety design
- hazard analysis

All other support staff, such as computer-aided drawing and drafting (CADD), building information modeling (BIM), technician assistance, and technical editing, shall be provided as required. If the consultant firm selected for the design does not have the full capability to provide all the necessary services listed above, then the selected firm will be required to hire personnel or subcontract firms to provide services required.

EXHIBIT B
ARCHITECT'S RESPONSE TO RFQ 22-01
(To be inserted after award)

EXHIBIT C
INSURANCE REQUIREMENTS

BAY COUNTY TPO INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

- a. Precaution shall be exercised at all times by the Consultant for the protection of all persons, including employees, and property. The Consultant shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- b. The TPO may order work to be stopped if conditions exist that present immediate danger to persons or property. The Consultant acknowledges that such stoppage will not shift responsibility for any damages from the Consultant to the TPO.
- c. The Consultant acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on TPO property, including in the Consultant's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Transportation Planning Organization, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the TPO. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the TPO's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the TPO is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the TPO can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants' employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the TPO's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

- a. The Consultant shall procure and maintain the following described insurance, except for coverages specifically waived by the TPO, on policies and with insurers acceptable to the TPO. These insurance requirements shall not limit the liability of the Consultant. The TPO does not represent these types or amounts of insurance to be sufficient or adequate to protect the Consultant's interests or liabilities, but are merely minimums.
- b. Except for workers' compensation and professional liability, the Consultant's insurance policies shall be endorsed to name the TPO as an additional insured to the extent

- of the TPO's interests arising from this agreement, contract, or lease.
- c. Except for workers' compensation, the Consultant waives its right of recovery against the TPO, to the extent permitted by its insurance policies.
 - d. The Consultant's deductibles/self-insured retentions shall be disclosed to the TPO and may be disapproved by the TPO. They shall be reduced or eliminated at the option of the TPO. The Consultant is responsible for the amount of any deductible or self-insured retention.
 - e. Insurance required of the Consultant or any other insurance of the Consultant shall be considered primary, and insurance of the TPO shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the TPO, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.
 - f. **WORKERS' COMPENSATION COVERAGE**
The Consultant shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Consultant shall also purchase any other coverages required by law for the benefit of employees. The Consultant shall provide to the TPO an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).
 - g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**
The Consultant shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **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 Workers' compensation Coverage section) and the amount of coverage required.
 - h. **GENERAL LIABILITY COVERAGE**
Commercial General Liability - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.
 - i. **PRODUCTS/COMPLETED OPERATIONS**
The Consultant is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the TPO's acceptance of renovation or construction projects.
 - j. **BUSINESS AUTO LIABILITY COVERAGE**
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.
 - k. **EXCESS OR UMBRELLA LIABILITY COVERAGE**

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.

I. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the TPO shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION, 1021 Massalina Drive, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the TPO by the Consultant. **The Bay County TPO and Bay County Board of County Commissioners shall be named as an Additional Insured for both General Liability and Business Auto Liability.**
2. New Certificates of Insurance are to be provided to the TPO at least 15 days after coverage renewals.
3. If requested by the TPO, the Consultant shall furnish complete copies of insurance policies, forms and endorsements.
4. For the Commercial General Liability coverage the Consultant shall, at the option of the TPO, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the TPO, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Consultant's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the TPO requires the following additional types of insurance.

☒ **Professional Liability/Malpractice/Errors or Omissions Coverage**

The Consultant shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claim 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.

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.

☐ **Property Coverage for Leases**

The Consultant shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from

damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

☐ **Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the TPO for this agreement or contract.

☐ **Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the TPO an owner's protective liability insurance policy (preferably through the Contractor's insurer) in the name of the TPO. This is redundant coverage if the TPO is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

☐ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the TPO and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

☐ **Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage,

separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☐ **Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

☐ **Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

☐ **Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **Fidelity/Dishonesty/Liability Coverage for TPO**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the TPO.

☐ **Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of **N/A**

☐ **Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the TPO's vehicles.

☐ **Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the TPO's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

☐ **Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

☐ **Pollution Legal Liability Coverage** N/A

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

☐ **United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

EXHIBIT D
ARCHITECT'S BILLING RATE SUMMARY
(To be inserted after award)