

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

PUBLIC ART CALL TO ARTISTS (CTA)

for the

19-908 REBID Call to Artists for Tax Collectors Office



**Submittal Deadline:
2:00 pm, Wednesday, June 26, 2019**

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

Alachua County Division of Purchasing, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983
Phone: 352.374.5202 or Fax: 352.491.4569

Inquiries/Questions: Darryl R. Kight, CPPB

Alachua County Procurement, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, FL 32601-6983
Email: dkight@alachuacounty.us

Purpose

The Alachua County Arts Council (“the Committee”) invites artists or artist teams to submit their proposals for **public art installations planned for the Alachua County Tax Collector’s remodeled Downtown Public Branch** office. This permanent installation will include two (2) potential sites:

- (1) the exterior space near the entrance to the facility
- (2) the public lobby.

Background

The Alachua County Art in Public Places Program requires that one percent (1%) of the cost of an applicable County capital project shall be devoted to public art. The construction of the Downtown Tax Collector’s Public Branch Office was completed April. 3, 2017.

Eligibility

This call is an open call to all artists and student artists.

Deadline

Submittals are due **Wednesday, June 25, 2019 at 2:00 p.m. and may be mailed or hand delivered to Alachua County Administration Building, Procurement, 12 SE 1 Street, Third Floor, Gainesville, FL 32601-4569.**

Budget

The budget for this project is **\$10,000.00**, which includes, but is not limited to, artists fees, other consultants’ and subcontractors’ fees, insurance conforming to Alachua County Board of County Commissioners standards, engineering, materials fabrication, transportation, installation (including any site modification), and post-installation documentation. **This project should utilize entire budget.**

Scope of Services / Project Details

The Evaluation Team of which the Tax Collector will participate seeks art that will reflect the mission of the Tax Collector’s Office and reflect the values that guide our organization in our everyday operations serving the public.

See **EXHIBIT A** for Tax Collector mission, vision and values.

The project may consist of art (1) affixed to an interior wall in our public waiting area, and/or (2) may be free standing interior or exterior artwork in our customer wait area or outside our public entrance.

If exterior art, the art shall be constructed in such a manner as to be weather and vandal resistant. If affixed to a wall or free standing, the art shall be constructed in such a manner as to be safely mounted to the wall or floor and be vandal resistant.

The tax collector has a vast surplus of used Florida license plates consisting of standard and special plates. It is the desire of the Tax Collector to incorporate these recycled license plates (in parts or whole) into this art installation.

The used license plates are a controlled item and will be inventoried. Any unused license plates are required to be returned to the Tax Collector at the end of the project.

See **EXHIBIT B** for license plate samples.

The extent of the artwork shall be determined by the total budget for the project and physical constraints of the location.

See **EXHIBIT C** for photograph and drawing of the interior space.

Location

The Tax Collector's Downtown Branch is in the County Administration building, First Floor, at 12 SE First Street in Gainesville, FL.

Submittal/Proposal Requirement

Artists will submit the following in the order of this Listing in ONE (1) efile (pdf Format):

1. Materials are Appropriate to the Environment (Interior and/or Exterior installation).
 - Art may be located in areas where employees work or where the public congregates
 - Permanence of the art considering environmental site conditions
2. Prior Work Submitted is Creative and Aesthetically Appealing.
3. Artist can successfully complete the Art with the Available Funding.
4. On-Going Maintenance is Minimal.
5. Ability to produce Art in a reasonable amount of time.
6. Provide a letter of interest.
 - Variety of the art already acquired
 - Cultural and ethnic diversity of the art already acquired
7. Phone number and email address of three professional references.
8. A sketch of what type of art is proposed. –
9. 5-15 digital images of prior work created to represent their capabilities and qualifications
10. Actual budget.
 - Likelihood that the artist can successfully complete the art with the available funding
11. The estimated life expectancy of this work
12. Timeframe to complete installation.
13. The material(s) being used.
14. Size/weight.
15. Installation and maintenance plan.
 - Ownership and maintenance: The County shall own the art acquired by the County under this chapter and all rights bargained for. The County Manager shall provide security and maintenance for the art. When appropriate, the County Manager shall request the artist provide a technical description of materials used in the art and maintenance instructions
16. Insurance requirements obtainable.

Selection Process

The Alachua County Public Arts Program Citizens Advisory Committee shall make a recommendation to the Board regarding each project. The Committee shall provide two alternatives to the recommendation. The Board may make the final selection from those options presented or any option upon its own motion.

Requirements and Criterion Evaluation Factors and Points

1. Materials are Appropriate to the Environment (Interior and/or Exterior installation). – **30 points**
 - Art may be located in areas where employees work or where the public congregates
 - Permanence of the art considering environmental site conditions
2. Prior Work Submitted is Creative and Aesthetically Appealing. – **20 points**
3. Artist can successfully complete the Art with the Available Funding. – **20 points**
4. On-Going Maintenance is Minimal. – **10 points**
5. Ability to produce Art in a reasonable amount of time. – **10 points**
6. Provide a letter of interest – **2 points**
 - Variety of the art already acquired
 - Cultural and ethnic diversity of the art already acquired
7. Phone number and email address of three professional references. – **3 points**
8. A sketch of a sketch of the proposed art work. – **40 points**
9. 5-15 digital images of prior work created to represent their capabilities and qualifications – **15 points**
10. Actual budget. – **5 points**
 - Likelihood that the artist can successfully complete the art with the available funding **utilizing the entire budget**
11. The estimated life expectancy of this work. - **3 points**
12. Timeframe to complete installation. – **2 points**
13. The material(s) being used. – **15 points**
14. Size/weight. – **3 points**
15. Installation and maintenance plan. – **5 points**
 - Ownership and maintenance: The County shall own the art acquired by the County under this chapter and all rights bargained for. The County Manager shall provide security and maintenance for the art. When appropriate, the County Manager shall request the artist provide a technical description of materials used in the art and maintenance instructions
16. Insurance requirements obtainable. – **2 points**

**TYPE “E” INSURANCE REQUIREMENTS
“Vendors”**

Vendors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the County.

I. COMMERCIAL GENERAL LIABILITY.

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

II. AUTOMOBILE LIABILITY. (When Vendor Delivers to County Premises)

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

III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY. (While Vendor’s Employee(s) are on County Premises)

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

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

IV. OTHER INSURANCE PROVISIONS.

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

A Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor.

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

B Workers’ Compensation and Employers’ Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Vendor for the County.

C All Coverages

1 The Vendor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under a claims made from the certificate will show a retroactive date, which should be the same date of the contract or purchase order (original if contact is renewed) or prior.

V. SUBCONTRACTORS

Vendors shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

The Certificate of Insurance must contain the following:

Department Contact: Gina Peebles
Department: County Manager
Dept. Contact Phone: 352.374.5245
Dept. Contact Email: gpeebles@alachuacounty.us
Bid: 19-908 REBID Call to Artists for Tax Collectors Office

SAMPLE AGREEMENT FOR CONTRACTUAL SERVICES

This Agreement is entered into this _____ day of _____, 20__ between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and _____, doing business at _____ hereinafter referred to as "Contractor."

WITNESSETH

Whereas, the County desires to employ the Contractor to provide _____; and,

Whereas, the Contractor is qualified to provide these services

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

- 1. **Term.** This agreement is effective for _____ year(s) beginning _____ and continuing through _____ unless earlier terminated as provided herein. The County has the option of renewing this Agreement for _____ additional _____ year periods at the same terms and conditions outlined herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

- 2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in Attachment "A."

- 1.
- 2.

- 3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:

- 3.1. The Contractor is a professional qualified to perform the services described.
- 3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.
- 3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.

- 4. **Method of Payment.** For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

4.1. The Contractor shall be paid a sum not to exceed \$ _____, for the initial term of the Agreement, allocated in the following manner:

4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Department

ATTN:

Address

Gainesville, FL XXXXX

4.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (“Local Government Prompt Payment Act”) to:

Contractor Name

Address

City/State/ZIP

4.4. Reimbursable expenses will be paid by the County to the Contractor for the following services or costs outlined below. The Contractor will invoice for reimbursable services or costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation. Any reimbursement for travel expenses will be in accordance with Section 112.061, Florida Statutes

- 4.4.1. Expenses for travel when traveling in connection with the Project, based on §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.
- 4.4.2. Fees paid for securing approval of authorities having jurisdiction over the Project.
- 4.4.3. Actual expense of reproductions, postage and handling of drawings and specifications.
- 4.4.4. If authorized in writing in advance by the County, the cost of other expenditures made by the Contractor in the interest of the Project provided such expenditures are in accordance with the Scope of Services and Work Order as approved by the County.

OR

- 4.4. No Additional reimbursable expenses will be paid under this Agreement.

IF SERVICES PROVIDED BY CONTRACTOR ARE EXEMPT UNDER THE ALACHUA COUNTY MINIMUM WAGE ORDINANCE, DELETE PARAGRAPH 5 BELOW

- 5. **Alachua County Minimum Wage:** Services rendered through this Agreement are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government.
 - 5.1. Current required Alachua County Government Minimum Wage is \$13.00 per hour when health benefits are provided at the equivalent value of \$2.04 per hour
 - 5.2. Current required Alachua County Minimum Wage is \$15.04 when health benefits are not provided.
 - 5.3. The Contractor must provide certification, **Attachment D**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement
 - 5.4. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements
 - 5.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, F.S
 - 5.6. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor
- 6. **Duties of the County.** The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Attachment “B”**
- 7. **Personnel. (OPTIONAL)**
 - 7.1. The Contractor will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
<i>(list)</i>	<i>(list)</i>
 - 7.2. So long as the individuals named above remain actively employed or able to be retained by the Contractor, they shall perform the functions indicated next to their names. The _____ (manager) may authorize changes to this list in writing.
- 8. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all

notices, Contractor's and County representative are:

County:
Title
Dept
PO Box
Gainesville, FL, ZIP

Contractor:

Corporate Name
Address
City/State/Zip
ATTN: _____

3. A copy of any notice, request or approval to the County must also be sent to:

Jesse K. Irby II Procurement Division
Clerk of the Court 12 SE 1st Street
12 SE 1st Street and Gainesville, Florida 32601
Gainesville, FL 32602 Attn: Contracts/Grants
ATTN: Finance and Accounting

9. Default and Termination.

- 9.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The _____ is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the _____ is authorized to provide final termination notice on behalf of the County to the Contractor.
- 9.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.
- 9.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

10. Project Records.

10.1 General Provisions:

10.1.1 Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

10.1.2 In accordance with Section 119.0701, Florida Statutes, the Professional or Contractor (referred hereinafter in all of the "Project Records" section collectively as "Professional"), *when acting on behalf of the County*, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional or Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

10.1.3 Contractor shall 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 this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

10.2 Confidential Information:

10.2.1 During the term of this Agreement or license, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."

10.2.1 The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

10.3 Project Completion: Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

10.4 Compliance

10.4.1 If the Professional does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the contract.

10.4.2 A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10

IF THE PROFESSIONAL OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE

11 Insurance. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in _____ **Attachment "C"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **ATTACHMENT "1"**

12 Permits. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

13 Laws & Regulations. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

14 Indemnification.

14.1 The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

14.2 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

15. Assignment of Interest. The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

16. Successors and Assigns. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

17. Independent Contractor. In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.

**ALTERNATE
IF CONTRACTOR IS NOT COVERED BY WORKERS COMPENSATION**

In the performance of this agreement, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, techniques, sequence, and procedure utilized by Contractor in the full performance of this agreement. Neither Contractor nor any of its employees, officers, agents or any other individual directed to act on behalf of Contractor for any act related to this Agreement shall represent, act, or purport to act, or be deemed to be the agent, representative, employee or servant of the County.

For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Worker's Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to worker's compensation benefits.

Policies and decisions of Contractor, which may be represented by Contractor in performance of this Agreement, shall not be construed to be the policies or decision of the County.

18. **Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.
19. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
20. **Third Party Beneficiaries.** This agreement does not create any relationship with, or any rights in favor of, any third party.
21. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
22. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
23. **Governing Law and Venue.** This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
24. **Attachments.** All ATTACHMENTS attached to this Agreement are incorporated into and made part of this Agreement by reference.
25. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
26. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
27. **Construction.** This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
28. **Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.
29. **Entire Agreement.** This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

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

ALACHUA COUNTY, FLORIDA

By: _____

_____, Chair

Board of County Commissioners

Date: _____

IF CONTRACT IS LESS THAN \$50,000 CAN BE SIGNED BY COUNTY MANAGER

ATTEST:

APPROVED AS TO FORM

Jesse K. Irby II, Clerk

Alachua County Attorney's Office

(SEAL)

**IF SIGNED BY COUNTY MANAGER
CLERK DOES NOT ATTEST AND
SIGNATURE BLOCK IS REMOVED**

PROFESSIONAL

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By: _____

Print: _____

Title: _____

Date: _____

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.

ATTACHMENT D: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance (“Wage Ordinance”).

Corporate Name:

Address

City/State/Zip

Phone Number

Point of Contact _____

Project Description:

CONTRACTOR

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By: _____

Print: _____

Title: _____

Date: _____

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION