



PLANT CITY, FLORIDA

**REQUEST FOR PROPOSALS
MASTER CONSULTANT / PROFESSIONAL SERVICES
FOR TRANSPORTATION SECTOR - PAVEMENT MANAGEMENT PROGRAM
RFP NO. 16-95877-01**

**City of Plant City
Procurement Department
302 West Reynolds Street
Plant City, FL 33563
Phone: 813-659-4270
wstorey@plantcitygov.com**

**CITY OF PLANT CITY
PLANT CITY, FLORIDA
Request for Proposals No. 16-95877-01**

**MASTER CONSULTANT / PROFESSIONAL SERVICES
FOR TRANSPORTATION SECTOR - PAVEMENT MANAGEMENT PROGRAM**

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CITY OF PLANT CITY, FLORIDA
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Project Summary

The City of Plant City, Florida, a political subdivision of the State of Florida (City), is requesting submittals of proposals from experienced consultants who are interested in providing professional engineering and planning services in the areas of Asset Management in City's Transportation Sector. This Request for Proposals (RFP) is intended to procure a master consultant for an initial term of one year. The City shall have the option of extending the Agreement for up to two additional one year terms at the same terms and conditions.

Scope of Services

The City maintains and operates a network of utilities, stormwater, transportation and recreational services providing extensive amenities for the city's residents and guests. Plant City Officials recognize the need for a comprehensive asset management program to proactively manage the city's infrastructure. Selected Proposer will provide the professional services as needed to study, assess, develop and implement the Asset Management Program for the City's Transportation Sector in accordance with good engineering, planning practice and industry standards and guidelines. Initial tasks are anticipated to include, but not limited to perform an inventory of city owned brick and paved streets and sidewalks; to provide an assessment of asset conditions, uses, values supported by replacement costs; to establish the database via suggested advanced software and other tools that will aim to ease data management and data accessibility; to perform asset data analysis and integrate the outcomes into multi-level tabulation data spread sheets, ESRI ArcGIS databases and layers, , and into other multi-level tabulation data provided by the proposer; to reconcile the actual status of assets with the City's goals, policies, existing operational technics and budget; to develop and implement roadway/sidewalk network maps and Pavement Management Plan (PMP) and integrate it into City's Five-Year Capital Improvement Program (CIP) with recommendations for maintenance and rehabilitation. The requested services are more fully described in "Section 6 - Scope of Services".

Questions

Procurement Manager, Buddy Storey is the only staff designated to answer questions about this RFP. All questions shall be submitted in writing, via e-mail to Mr. Storey at wstorey@plantcitygov.com. All answers will be issued in writing via posted addendum online at www.bidsync.com and www.plantcitygov.com. **The final day for questions is the 3rd day, February, 2016, at 2:00 p.m.**

Pre Bid Conference.

A mandatory pre-proposal conference is scheduled for the 28th day of January, 2016 at 2:00 p.m. to be held in the City Commission Chambers, 1st floor City Hall. Those firms interested in submitting proposals must attend for their proposals to be considered.

Submittals

Sealed submittals must be delivered to 302 W. Reynolds Street; 3rd Floor; Plant City, Florida 33563. **The submittal deadline is 2:00 p.m., February 18, 2016.**

Buddy Storey
Interim Procurement Manager

Section 1 Submittal Delivery

- 1.1 Submittal Location & Deadline. Submittals must be made to the City of Plant City Procurement Department, Room 312, (302 W. Reynolds Street, Plant City, Florida 33563) by **2:00 PM on February 18, 2016**. Submittals will be time stamped upon receipt. Submittals by fax, e-mail, or telephone shall not be accepted. Late submittals shall be rejected. The City reserves the right to reject any or all submittals at any time and for any reason including submittals that are incomplete, conditional, or deficient in any way, or which contain unsolicited additions/alterations.
- 1.2 Submittal Envelope. Five printed sets of each submittal, including one set marked "ORIGINAL" containing an original signature, as well as one electronic copy either on CD or a flash drive, shall be submitted in a sealed envelope or box. The following information must be provided on the outside of the submittal envelope or box.

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- 1.3 Valid Term of Submittal. Submittals shall be valid for no less than 60 days from the date the City opens the submittals.

Section 2 Submittal Requirements

- 2.1 Forms. Submittals must include all of the required forms provided in this packet. Submittal forms shall be signed by the Proposer owner or other authorized individual.
- 2.2 Licenses & Certifications. Proposer shall include the following with its submittal:
- a. Photocopy of valid Florida Engineering business license.
 - b. Photocopy of valid Florida worker's comp certificate, or photocopy of state certificate of exemption from Worker's compensation.
 - c. Other Professional Licenses and Certification specific to services requested in this RFP, or as necessary to document qualifications declared in Proposer's submittal.
- 2.3 Submittal Content. The submittal is to be organized to clearly address the Evaluation Criteria, providing the information described below:
- a. **Introduction Letter.** Provide an introduction letter outlining the respondent's location of the office where the management of the project will be handled. Provide a brief summary of past experience that will support the qualifications of the Proposer and the professional services to be provided. The introduction letter shall be signed by an officer of the Proposer/Corporation submitting the response.
 - b. **Experience.** Provide evidence of the practical knowledge of the Proposer (including key sub-consultants) and the individuals that would

be assigned to the City in the area of services requested in this RFP. Describe similar work performed for other municipalities. Provide at least three references for similar projects completed within the last 5 years. If Proposer is less than 5 years in existence, references could include similar projects performed by the principal(s) of the Proposer within the last 5 years. Provide the following information for each similar work and references.

1. Name and location of project
 2. Respondent's responsibilities on the project
 3. Date the project was completed
 4. Owner's representative name, address, phone number and email
- c. **Qualifications.** Provide the credentials of the Proposer (including key sub-consultants) and the resumes of the individuals that would be assigned to the City.
1. Provide a comprehensive summary of experience and qualifications of the individual who will serve as the project manager for the City.
 2. If available, provide letters of recommendations from owners that identify the individuals that were instrumental in the success of the project they worked on.
 3. Also provide any specialized training and/or certifications for the services requested in Section 6 - Scope of Services.
- d. **Approach to Projects.** Describe your general methodology and approach for this project. Identify the project milestones and discuss each phase of the project from the start to final completion of the project. Your submittal should include work similar to the tasks identified in Section 6- Scope of Services, for municipalities similar in size to Plant City.
- e. **Availability.** The availability of Staff and Resources for immediate implementation of services following execution of agreement and the readiness to provide any and all of the services outlined in this RFP upon request.
- f. **Local Preference.** Local preference is awarded all or none depending on Proposer's location. The City has adopted a local preference policy (Section 2-151 Plant City Code). As part of the RFP evaluation, qualifying Companies will be awarded 1½ points toward their final point total. A Proposer qualifies for award of local preference points if it has met all of the following:
- i. Paid its applicable City business tax for the current year in which this RFP is issued. Companies that request local preference must include in their submittal packets a copy of the receipt proving payment of the City's business tax.
 - ii. A license issued by the State of Florida allowing it to engage in the business of providing the goods/services requested in this RFP.
 - iii. A physical office located within the city limits of Plant City. The office must be staffed by at least one full-time equivalent employee, and must have been established at least six months before the submittal deadline. Post Office boxes are not

verifiable and will not be accepted as proof of a physical office location. A Proposer that does not meet the criteria above will not receive 1½ points toward its final point total.

- 2.4 Sworn Statement on Public Entity Crimes. A person or affiliate as defined in Section 287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, submittal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, submittal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, submittals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor (vendor), supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$25,000 for a period of 36 months following the date of being placed on the convicted vendor list. Proposer must fill out and sign the form titled "SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES." The required form is contained in Section 7 of this RFP. Failure to submit a completed form may disqualify Proposer's submittal.

Section 3 Proposer Responsibilities

- 3.1 Review Documents. Proposer must review all documents related to this RFP and project. Failure to review all plans, specifications, forms, contracts, addenda, or other documents shall not relieve Proposer from any obligations contained in this RFP or a subsequent contract with the City.
- 3.2 Fill-In Required Forms & Seal Envelope. Proposer must accurately and completely fill-in the response forms included in this RFP "Section 7 - Required Forms." Proposer must submit those forms along with other documents listed in "Section 2 - Submittal Requirements" and elsewhere in this RFP. Authorized signatures must be included on forms/documents. Incomplete or missing forms/documents may result in rejection of Proposer's submittal.
- 3.3 Certification. Submittals in response to this RFP shall be deemed as Proposer's certification that it has fully considered all factors associated with this RFP, including any addenda.

Section 4 City Rights & Procedures

- 4.1 City Manager. The City Manager or his designee is the City's authorized representative on this project.
- 4.2 Submittal Evaluation.
- a. City will assemble a committee of City staff to evaluate submittals.
 - b. City may hire consultants to assist with the evaluation of submittals.
 - c. City will require each pre-qualified short listed Proposer to make a presentation by key staff which will be assigned to the City for this project.

4.3 Selection Process and Evaluation Criteria. The Selection Process will be in accordance with Section 2-143, Plant City code, and Section 287.055, Florida Statutes [the Consultant Competitive Negotiation Act (CCNA)]. The City will evaluate submittals and presentations on the following point scales:

a. Submittal Evaluation & Shortlisting

Submittals will be evaluated by the members of the Evaluation Committee based on the following criteria and point scale:

<i>Criteria</i>	<i>Points Available</i>
Introduction Letter	5
Experience	25
Qualifications	30
Approach to Project	30
Availability	8.5
<u>Local Preference</u>	<u>1.5</u>
Total	100

Committee members will score each Proposer and develop an individual ranking based on total score. The Evaluation Committee will then select (shortlist) two to five Proposers for presentations based on the average rank of all committee members. Only those short listed will be asked to make presentation to the Evaluation Committee. Scores from the evaluation and short listing will not carry over to evaluation of presentations.

b. Selection Criteria Short Listed Proposers

Presentations will be evaluated by the members of the Evaluation Committee based on the following criteria and point scale:

<i>Criteria</i>	<i>Points Available</i>
Presentation	50
Methodology	48.5
<u>Local Preference</u>	<u>1.5</u>
Total	100

Presentation scoring shall focus on the Proposer’s key team members’ demonstrated grasp and understanding of all aspects of the project, the industry, and the data and technology necessary to provide quality deliverables.

Methodology scoring shall focus on the applicability and suitability of the approach, techniques, and technologies presented by the Proposer.

Committee members will score each Proposer and develop an individual ranking based on total score. The Evaluation Committee will then rank the Proposers based on the average rank of all committee members. Staff and highest ranked Consultant will negotiate a fee schedule with the goal of establishing fair and reasonable standardized rates, and a scope of work and fee for some or all of the tasks identified in Section 6 – Scope of Services, in accordance with CCNA guidelines.

Following completion of negotiations, staff will make a recommendation to the City Commission regarding award of a contract. In the event that negotiations are unsuccessful with the highest ranked Proposer, the City reserves the right to begin negotiations with the next highest ranked Proposer.

- 4.4 Verification of Proposer's Capability. The City will verify Proposer's ability to provide the services specified in this RFP. Verification may include but is not limited to evaluating Proposer's:
- a. Prior experience in the area of services requested.
 - b. Financial resources.
 - c. Licensure and certifications.
 - d. Staff and resources to complete project.
 - e. Background & references.
- 4.6 Waiver of Irregularities. The City may waive informalities or irregularities that – in the City's opinion – do not materially affect a Proposer's submittal.
- 4.7 Award. The City Commission makes the final decision regarding award or rejection of submittals
- 4.8 Notice of Award. Following City Commission action on the staff recommendation, the Procurement Manager shall notify and provide paper copies of the contract to the selected Proposer.
- 4.9 Contract Execution. The selected Proposer must sign and return the contract, any required bonds, insurance certificates, letter of credit, and all other required documents within 14 calendar days after the City sends the documents to the selected Proposer. Once the City receives the signed contract and all other required documents back from the selected Proposer, then the City's authorized representative will sign the contract.
- 4.10 Revocation of Award. If the City discovers that the selected Proposer has misrepresented anything in their submittal or that the selected Proposer – in the City's opinion – is no longer reasonably capable of performing the services as proposed, then the City may revoke the award at any time **before** issuing the formal Notice to Proceed. The Procurement Manager will issue the revocation in writing.

Section 5 General Conditions

- 5.1 Questions. Interim Procurement Manager, Buddy Storey is the designated RFP contact person. Proposer must submit any questions regarding this RFP to the Interim Procurement Manager. Questions about this RFP must be submitted in writing, via e-mail to wstorey@plantcity.gov **not later than 2:00 p.m. Wednesday, February 3, 2016.** All questions received by the submittal deadline will be replied to with a written addendum.

Proposer may rely only on **written** addenda from the Interim Procurement Manager. Verbal and/or written responses given by other City staff in response

to Proposer questions shall **not** be binding on the City. The City will recognize written addenda issued by the Interim Procurement Manager as the only legitimate method of responding to questions about this RFP or the project described within this RFP.

- 5.2 RFP Interpretations. The City has the right to define and interpret RFP terms, specifications, and conditions.
- 5.3 Contract Documents. The applicable agreement for entering into a contract in reference to this RFP is attached hereto. If Proposer requires modifications or additional terms and conditions to the contract, then Proposer shall clearly identify those requested modifications or additional terms and conditions in its submittal. **Contract modification requests submitted after RFP submittals have been received shall not be considered.**
- 5.4 Use of Service.
There is no guarantee that any or all of the services described in this agreement will be assigned during the term of this agreement. Further, the Proposer is providing these services on a nonexclusive basis. The City, at its option, may elect to have any of the services set forth herein performed by other consultants or City staff.
- 5.5 Insurance specified in this RFP document and the contract shall conform to, and shall be insured by, companies meeting the criteria outlined below.
- a. Insurance shall be countersigned by an agent licensed to do business in the State of Florida.
 - b. The surety Proposer must be permitted to do business in the State of Florida and shall have been in business and have a record of successful, continuous operation for at least five years.
 - c. The surety Proposer shall have at least Financial Strength Rating of "A" as listed in Best's Financial Rating
- Insurance coverages and amounts are outlined in the draft contract attached hereto.
- 5.6 Other Forms & Documents. Companies are responsible for reviewing and understanding all documents associated with the project described in this RFP. Submittal of qualifications shall serve as the Proposer's acknowledgement that it has reviewed and understand all such documents.
- 5.7 Indemnification. Section 1-15, Plant City Code, prohibits the City from indemnifying other parties to an agreement. Therefore, the City will not indemnify Proposer.
- 5.8 RFP Preparation & Submittal Expenses. The City shall not be responsible for any expense incurred by any Proposer in reviewing, evaluating, preparing, or submittal in response to this RFP.
- 5.9 Legal Requirements. Proposer is required to comply with all federal, state, county and local laws, ordinances, rules and regulations that are applicable to the goods/services being solicited in this RFP. Proposer's lack of knowledge shall in no way be a cause for relief from responsibility, nor shall it constitute a cognizable defense against the legal effects thereof.

Receipt of a submittal shall constitute a Proposer's affirmation that it is familiar with and shall comply with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services. No plea of misunderstanding will be considered on account of Proposer's ignorance thereof. If Proposer believes provisions in the RFP documents are contrary to or inconsistent with any law, ordinance, or regulation, then Proposer shall promptly report those provisions in writing to the City.

- 5.10 Public Records. Proposers understand that Florida has a broad public records law, and that documents in the possession of the City can only be maintained confidential to the extent allowed under the Florida Public Records Act.
- 5.11 Executive Orders Nos. 11246 and 11375 Responders must comply with Presidential Executive Order Nos. 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex or national origin; Title VI of the Civil Rights Act of 1962, the Anti-Kickback Act and the Contract Work Hours Standard Act; the provisions of the Vietnam Era Veterans Re-Adjustment Act of 1974; and 23 CFR 635.112(f), provision on Non-Collusion.

Section 6 – Scope of Services

INTRODUCTION

Plant City is located along Interstate I-4 corridor on the eastern edge of Hillsborough County, between the Tampa Bay and Orlando metropolitan areas. The Florida Bureau of Economic and Business Research (BEBR) calculate the City's 2015 population as approximately 36,710. The City is experiencing growth in residential, commercial, and industrial sectors of the economy. Entitled Planned Developments and specific overlay districts targeted for employment growth offer a tremendous growth potential for residential, commercial and industrial sectors from now to 2040. Multiple mixed-use residential subdivisions, commercial centers and industrial complexes are proposed to be built which will add dozens of roadway miles to the City's roadway network. The City currently has approximately 160 centerline miles of roadways that it maintains. Included in that mileage are roads that are either asphalt pavement, brick or unpaved. The brick roads would be included in the management plan and would be looked at with regards to condition; depressions or high manhole or valve covers, etc. and the sidewalks would also be assessed according to ADA requirements. The City has some unpaved roads that constitute 5% or less of the 160 miles and would not be included in the pavement management plan.

The City is seeking to retain a professional engineering firm (Proposer) specializing in Asset Management to proceed with an inventory, evaluation and pavement condition assessment of the existing roads/streets, including sidewalks and pedestrian crossings, and to prepare Plant City Roadway & Sidewalk Network Maps and Pavement Management Plan incorporating best practices of an Asset Management Program for the City's Transportation (Roads) Sector. The requested services are more fully described below under "Scope of Services".

Asset Management is a strategic approach to the optimal allocation of resources for the management, operation, maintenance, and preservation of transportation infrastructure. The concept of Asset Management combines engineering and economic principals with business practices to support decision-making at the strategic, network and project levels.

SCOPE OF SERVICES

General Scope:

Task 1 – Asset Data Collection

Objective: Consultant shall perform an inventory of all City's roads and sidewalks including pedestrian crossings. The Data Collection requirements can be categorized in the following three groups:

- Location: actual location of the asset using a linear referencing system and geographic coordinates.
- Physical attributes: description of the considered assets, which can include material type, size, length, width, bearing of curbing, drainage inlets, sanitary sewer manholes, marking, etc.
- Condition: pavement conditions based on PCI (Pavement Condition Index) and SCI (Structural Condition Index) in accordance with methodology specified in ASTM D6433 "Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys".
- Condition: sidewalk conditions such as tripping hazards, obstacles in the sidewalk path, conditions of the ramps, conditions of warning pads at intersections, and meeting ADA requirements.
- Training: The Consultant will train City staff member(s) during the data collection to evaluate pavement conditions based on the PCI and SCI conditions Indexes.

Deliverables: Typical Inventory Data shall include but not limited to the field surveys, sketches, map-based reporting, inspector notes, spread sheets of collected data, data files and multi-level tabulation data reporting. During the course of the work being performed the consultant SHALL, immediately upon discovery of any and all safety issues, notify the City. This notification shall be done in the most expedient manner and confirmation of that notification shall be documented in the final report.

Task 2 – Establish Database and Data Storage

Objective: Beyond the basic inventory and field data collection Consultant shall prepare a componentized assets inventory to break some items into smaller sub-groups or components, and/or group and re-group information to make asset data more manageable and easy to use. Consultant shall coordinate with the City's Staff the formats of the multi-level tabulation data spread sheets, ESRI ArcGIS databases and layers, and other multi-level tabulation data provided by the consultant. Consultant shall establish the database storage via suggested advanced software, such as Paver and other tools that will aim to ease data management and data accessibility. The Consultant will train City staff member(s) during the development of the asset inventory.

Deliverables: Asset Data should be presented in multi-level tabulation data and be converted into digital formats and burned on CD(s) and/or USB drive(s).

Task 3 – Data Analysis

Objective: Consultant shall perform asset data analysis and integrate the outcomes using multi-level tabulation data spread sheets, ArcView GIS layers, , and into other multi-level tabulation data provided by the consultant;; a "Mix-of-Fixes"; seal coating, milling and resurfacing, or full depth reclamation; analysis is one of the methods of approach to optimize the use of the existing assets and reconcile the actual status of assets with the City's goals, policies, existing performing models, operational techniques, and budget; to advance treatment selection and to demonstrate the allocations of resources are optimal for management, operation, preservation and enhancement of the road infrastructure to meet the needs of customers (users).

Deliverables: Consultant will evaluate and analyze data, reports, graphs, diagrams and provide recommendations to develop the roadway/sidewalk network maps. Consultant will prepare the Pavement Management Plan (PMP) and Sidewalk Rehabilitation Plan with follow-up integration into the City's Five-Year Capital Improvement Program (CIP).

Task 4 – Development of Pavement Management Plan (PMP) and Sidewalk Rehabilitation Plan

Objective: Based on the outcomes of comprehensive evaluation of asset data along with City's CIP program Consultant shall identify new projects for the areas in need of infrastructure improvements and shall model scenarios for the proposed projects based on budget, timeline and asset existing conditions. Consultant shall consider cost-effective alternative treatments and emerging technologies that may achieve the goals. Consultant shall review and propose the life-cycle costs to ensure that the optimal treatments or rehabilitation options have been selected. An optimized Pavement Management Plan (PMP) and Sidewalk Rehabilitation Plan shall be developed and recommend for implementation.

Deliverables: Plant City Roadway and Sidewalk Network Maps; overall Consultant's Report

containing findings for existing asset conditions, status, uses, values etc. and recommendations for improvements including a final Pavement Management Plan (PMP) and a final Sidewalk Rehabilitation Plan. The final Pavement Management Plan (PMP) and the final Sidewalk Rehabilitation Plan shall recommend and provide the City a Five-Year Capital Improvement Program that will list the road segments in project areas and sidewalk locations that would be replaced/rehabilitated for each year of the five-year CIP. A summary of the Pavement Management Plan (PMP) and the Sidewalk Rehabilitation Plan will be presented to the staff and then to the City Commission.

Work Schedule

The desired work schedule for the Pavement Management Plan and the Sidewalk Rehabilitation Plan is five months from the Notice to Proceed as outlined in the following schedule. .

Asset Data Collection - The collection of field data for pavement and sidewalks; 2.5 months to complete.

Data Analysis - The evaluation of data collected in the field will be utilized in the preparation of the recommendations for pavement and sidewalk replacement/rehabilitation. The recommendations will include the development of project areas for pavement replacement. The data analysis and preparation of recommendations; 1.5 months to complete.

Final Reports - The Consultant will prepare a final report for the Pavement Management Plan (PMP) and the Sidewalk Rehabilitation Plan. The report will include a Five-Year Capital Improvement Program for both the Pavement Management Plan and the Sidewalk Rehabilitation Plan. The Final Report preparation; 1 month to complete.

The City will consider alternate work schedules (e.g. 5, 7, or 9 months). The final negotiated work schedule shall become a part of the contract between the City and the selected firm.

Section 7 - Required Forms

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

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

1. This sworn statement is submitted with Bid, Submittal, or Contract No. _____
for _____
[print name of the public entity]

2. This sworn statement is submitted by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Submittal or contract for goods or services to be provided to any public entity or an agency or political subdivision involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. Predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.
- c. Those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint

venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Check the statement that applies.]

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Proposer or Vendor (Proposer) nor any affiliate of the Proposer or Vendor (Proposer) has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies).

_____ There has been a proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. [Attach a copy of the final order]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services).

[Signature] [Date]

STATE OF FLORIDA _____ COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first _____

_____ being sworn by me, affixed his/her signature in the space
[Name]

provided above on this day of _____, 20____.

Notary Public My commission expires _____

AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 20___, by and between the City of Plant City, a Florida municipal corporation ("City") and _____, whose address is _____ ("Consultant").

WHEREAS, City desires to retain Consultant to render certain services, as described herein; and

WHEREAS, Consultant represents that Consultant is qualified, willing and able to provide the described services according to the terms of this Agreement; it is therefore agreed that:

1. SCOPE OF AGREEMENT. The parties agree that the purpose of this Agreement is for Consultant to provide to City pavement management services as more particularly described in Exhibit A attached. Completion dates for Tasks 1, 2, 3, and 4 shall be as set forth in Exhibit B. Consultant's Proposal ("Proposal") is incorporated herein by this reference; provided however, that in the event there is any conflict with the terms of the Proposal and this Agreement, the terms of this Agreement shall control.

Since City has entrusted this work to Consultant, Consultant shall use its professional expertise to protect the interests of the City at all times with regard to its performance under this Agreement. Consultant shall assume towards City a professional relationship of trust, confidence and fair dealing. The quality of Consultant's work shall be consistent with the requirements stated herein and with prevailing industry standards.

2. COMPLIANCE WITH LAWS. The services performed by Consultant shall be in compliance with all applicable federal, state and local laws and regulations, including Florida's Sunshine law and Florida's Public Records law.

In accordance with Section 119.0701, Florida Statutes, Consultant shall (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service under this Agreement; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided under Florida's Public Records 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; and (d) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

3. COMMENCEMENT AND PROGRESSION OF WORK. Work performed by Consultant will commence on February 1, 2016 and pursuant to the Proposal, progress according to a mutually agreeable work schedule, and be completed on or before January 31, 2017. Contract extensions may be approved by the City Manager for two (2) additional one-year periods under the same terms and conditions. Time is of the essence to this Agreement.

4. PAYMENTS TO CONSULTANT. The total cost for Consultant's services under the Proposal to City shall not exceed \$_____. All other services shall be as agreed by City and Consultant. The Hourly Rates of Consultant shall be as quoted in the Proposal. All payments shall be made pursuant to monthly invoice(s) that shall conform to City's accounting submittal requirements. Upon certification by the City Manager that all work has been performed in accordance with the terms of this Agreement, the City Manager will authorize payment of such invoice(s).

5. WAIVER AND MODIFICATION CLAUSE. Any waiver, modification or cancellation of any term or condition of this Agreement, including but not limited to changes in the services to be performed by Consultant and increases or decreases in Consultant's compensation, must be agreed to in writing and signed by both parties in order to be effective.

6. TERMINATION.

A. If City materially breaches this Agreement, Consultant may terminate the Agreement and shall thereafter be entitled only to compensation for services actually performed hereunder prior to such breach. Consultant expressly waives any and all other claims and remedies against City, including incidental and consequential damages. Consultant shall give written notice to City of any alleged breach and City shall have ten (10) days from the date of such notice in which to cure the breach before Consultant may proceed under this paragraph.

B. If Consultant materially breaches this Agreement, City may terminate the Agreement and shall thereafter have available to it all rights and remedies in law and equity, the exercise of which shall be cumulative rather than exclusive. City shall give written notice to Consultant of any alleged breach and Consultant shall have ten (10) days from the date of such notice in which to cure the breach before City may proceed under this paragraph.

C. City may terminate this agreement without regard to cause ("termination for convenience"), provided that in such event, City shall pay compensation to Consultant for services that Consultant has actually performed hereunder prior to such termination.

7. CONSTRUCTION. This agreement shall be construed and governed by the laws, rules and regulations of the State of Florida.

8. INSURANCE. Consultant shall secure and maintain such insurance as required under applicable Workers' Compensation Acts and Unemployment Compensation Acts and any other federal, state, or local laws or ordinances, including Errors and Omissions insurance coverage in the amount of at least \$1,000,000.

9. INDEMNIFICATION. Consultant shall be liable for, and shall indemnify, defend and hold City harmless from all claims, suits, judgments or damages, including court costs and reasonable attorneys' fees, arising out of the errors, omissions or negligent acts of Consultant, its agents and employees, in performance of this Agreement.

10. STATEMENT OF ASSURANCE. During the performance of this Agreement, Consultant assures City that Consultant is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977; that Consultant does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against Consultant's employees or applicants for employment. This Agreement is expressly conditioned upon the veracity of this Statement of Assurance and Consultant's compliance with Title VII of the Civil Rights Act of 1964 when federal grant(s) is/are involved. Other applicable Federal and State laws, Executive Orders and regulations prohibiting such discrimination are also included by this reference. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

11. PUBLIC ENTITY CRIMES. In accordance with Section 287.133, Florida Statutes, any 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, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a 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, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

By execution of this agreement, Consultant assures City that none of its officers, directors, executives, partners, shareholders, employees, members, or any of its agents who are active in management have been convicted of a public entity crime. In the event that any of its officers, directors, executives, partners, shareholders, employees, members, or any agents who are active in management are convicted of a public entity crime, Consultant shall immediately notify City.

12. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

13. NON-WAIVER. No failure by City to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available upon a breach hereof, shall constitute a waiver of any such breach or of any such term or condition. No waiver of any breach shall affect or alter any term or condition in this Agreement, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

14. RELATIONSHIP OF THE PARTIES. Nothing contained in this contract shall be deemed or construed to create the relationship between the parties of principal and agent, or of partnership or joint venture, or of employer and employee; it being expressly agreed that the relationship of Consultant to City is that of an independent contractor.

15. VENUE. Venue for any action to enforce this Agreement shall be Hillsborough County, Florida.

16. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered hereunder if mailed by first class certified mail, postage prepaid, to the respective parties at the respective addresses:

City:

Michael Herr
City Manager
302 West Reynolds Street
Plant City, FL 33563

With a copy to:
Kenneth W. Buchman, Esquire
City Attorney
City of Plant City
302 West Reynolds Street
Plant City, Florida 33563

Consultant:

The parties reserve the right to change the designated person to receive notice. In such event, the party shall notify the other party in writing as provided herein within 10 days of the change of designation.

17. SUCCESSORS AND ASSIGNMENTS. The covenants contained in this Agreement are binding on the parties and their respective successors, legal representatives and assignees, if any; provided however, that this agreement may not be assigned by Consultant to any third party without the prior written consent of City.

18. REPORTS. All data, reports, and other information generated in connection with Consultant's performance under this Agreement is the property of City.

19. ENTIRE AGREEMENT. This contract contains the entire agreement of the parties.

20. CAPTIONS. All titles to clauses contained in this order are for identification only and shall not be construed as being a substantive part of the agreement.

IN WITNESS WHEREOF, parties have caused this instrument, consisting of this Agreement and the attached Exhibit(s) to be executed by themselves or their duly authorized officers or agents and their seals to be affixed hereunto the day and year first written above.

City:

By: _____
Michael Herr
City Manager

ATTEST:

Kerri J. Miller
City Clerk

Approved as form and correctness:

Kenneth W. Buchman
City Attorney

Consultant:

(Name of Consultant)

By: _____

Exhibit A
Scope of Services

Exhibit B

Completion dates for Tasks 1, 2, 3 & 4