



**PLANT CITY, FLORIDA**  
**REQUEST FOR PROPOSAL**  
**CONSULTANT FOR**  
**SANTIARY SEWER ASSESSMENT**  
**RFP NO. 16-017UM-DB**

**City of Plant City**  
**Purchasing Department**  
**302 West Reynolds Street**  
**Plant City, FL 33563**  
**Phone: 813-659-4270**  
**[wstorey@plantcitygov.com](mailto:wstorey@plantcitygov.com)**

**CITY OF PLANT CITY  
PLANT CITY, FLORIDA  
Request for Proposal  
CONSULTANT FOR  
SANITARY SEWER ASSESSMENT  
RFP No. 16-017UM-DB**

**Table of Contents**

Summary Page

Section 1 ..... Submittal Delivery

Section 2 ..... Submittal Requirements

Section 3 ..... Company Responsibilities

Section 4 ..... City Rights & Procedures

Section 5 ..... General Conditions

Section 6 ..... Scope of Services

Section 7 ..... Required Forms  
Sworn Statement

**Attachment**

Draft Contract



CITY OF PLANT CITY, FLORIDA

**Request for Proposals  
CONSULTANT FOR  
SANITARY SEWER ASSESSMENT  
RFP No. 16-017UM-DB**

**Project Summary**

The City of Plant City, Florida, a political subdivision of the State of Florida (City), is requesting submittals of qualifications from experienced consultants who are interested in providing professional surveying, engineering and planning services regarding the City sanitary sewer system. This Request for Proposal (RFP) is intended to procure a consultant to provide the services described herein.

**Scope of Services**

Provide professional services to evaluate the City's collection system and provide a comprehensive plan for renewal. The evaluation is to include a determination of the location and size of the components, an assessment of the individual facilities comprising the system, and preparation of a prioritized inventory of recommended maintenance, remediation, and/or replacement. The requested services are more fully described in "Section 6 - Scope of Services".

**Submittals**

Sealed proposals must be delivered to 302 W. Reynolds Street; 3<sup>rd</sup> Floor; Plant City, Florida 33563. **The submittal deadline is 2:00 p.m., May 19, 2016.**

W. A. "Buddy" Storey, Jr.  
Procurement Manager

## **Section 1 Submittal Delivery**

- 1.1 Submittal Location & Deadline. Proposals must be made to the City of Plant City Purchasing Department, 302 W. Reynolds Street, 3<sup>rd</sup> Floor, Plant City, Florida 33563, by **2:00 PM on May 19, 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" as well as one electronic copy either on CD or a flash drive, containing an original signature, shall be submitted in a sealed envelope or box. The following information must be provided on the outside of the submittal envelope or box.

### **CONSULTANT FOR SANITARY SEWER ASSESSMENT, RFP No. 16-017UM-DB**

- 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 company owner or other authorized individual.
- 2.2 Licenses & Certifications. Company shall include the following with its submittal:
  - a. Photocopy of valid Florida business license.
  - b. Photocopy of valid Florida workman's comp certificate.
  - c. Other Licenses and Certification specific to services requested in this RFP, or as necessary to document qualifications declared in Company'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 firm (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 3 years. Provide the following information for each similar work and references.

- Name and location of project
  - Respondent's responsibilities on the project
  - Date the project was completed
  - Owner's representative name, address, phone number and email
- c. **Qualifications.** Provide the credentials of the firm (including key sub-consultants) and the individuals that would be assigned to the City. 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 for studies, conceptual plans, and designs for construction. Your submittal should include a minimum of two examples of work similar to the tasks identified in Section 6- Scope of Services, for municipalities similar in size and function to Plant City.
- e. **Availability.** Affirm 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 Company'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 Company 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 Company 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. Company 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 Company's submittal.

**Section 3 Consultant Responsibilities**

- 3.1 Review Documents. Company 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 Company from any obligations contained in this RFP or a subsequent contract with the City.
- 3.2 Fill-In Required Forms & Seal Envelope. Company must accurately and completely fill-in the response forms included in this RFP "Section 7 - Required Forms." Company 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 Company's submittal.
- 3.3 Certification. Submittals in response to this RFP shall be deemed as Company'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 company 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 Consultants' 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 firm and develop an individual ranking based on total score. The Evaluation Committee will then select (shortlist) three to five firms 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.

**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	30
Methodology	25
Efficiency	25
Score from Proposal Evaluation	18.5
<u>Local Preference</u>	<u>1.5</u>
Total	100

Presentation scoring shall focus on the firm’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 firm. Efficiency is a measure of how many feet of critical sewer (see Task 2 of Section 6) along with connected manholes will be televised or otherwise evaluated given a total project budget of \$900,000, including all Tasks.

Committee members will score each firm and develop an individual ranking based on total score. The Evaluation Committee will then rank the firms 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 firm, the City reserves the right to begin negotiations with the next highest ranked firm.

- 4.4 Verification of Company’s Capability. The City will verify Company’s ability to provide the services specified in this RFP. Verification may include but is not limited to evaluating Company’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.

- 4.5 **Sec. 2-152. Protest procedure.** Any bidder or proposer who is allegedly aggrieved in connection with the issuance of the Procurement Manager's recommendation and intent to make a competitive award of a contract may protest to the City Manager in accordance with Sec. 2-152. Protest Procedure, of the City's Code.
- 4.6 **Waiver of Irregularities.** The City may waive informalities or irregularities that – in the City's opinion – do not materially affect a Company's submittal.
- 4.7 **Notice of Award.** Following City Commission action on the staff recommendation, the Purchasing Manager shall notify and provide paper copies of the contract to the selected Company.
- 4.8 **Award.** The City Commission makes the final decision for award.
- 4.9 **Contract Execution.** The selected Company 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 Company. Once the City receives the signed contract and all other required documents back from the selected Company, then the City's authorized representative will sign the contract.
- 4.10 **Revocation of Award.** If the City discovers that the selected Company has misrepresented anything in their submittal or that the selected Company – 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 Purchasing Manager will issue the revocation in writing.

## **Section 5      General Conditions**

- 5.1 **Questions.** Purchasing Manager, W. A. "Buddy" Storey, Jr. is the designated RFP contact person. Company must submit any questions regarding this RFP to the Purchasing Manager. Questions about this RFP must be submitted in writing, via e-mail to [wstorey@plantcity.gov](mailto:wstorey@plantcity.gov) **not later than 3:00 p.m. Thursday, May 5, 2016.** All questions received by the submittal deadline will be replied to with a written addendum.

Company may rely only on **written** addenda from the Purchasing Manager. Verbal and/or written responses given by other City staff in response to Company questions shall **not** be binding on the City. The City will recognize written addenda issued by the Purchasing 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.** Section 8 contains the applicable agreement for entering into a contract in reference to this RFP. If Company requires modifications or additional terms and conditions to the contract, then Company 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. 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. 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 company shall have at least a Financial Strength Rating of "A" as listed in Best's Financial Rating:
  - d. Insurance coverage 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 Company'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 Company.
- 5.8 RFP Preparation & Submittal Expenses. The City shall not be responsible for any expense incurred by any Company in reviewing, evaluating, preparing, or submittal in response to this RFP.
- 5.9 Legal Requirements. Company 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. Company'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 Company'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 Company's ignorance thereof. If Company believes provisions in the RFP documents are contrary to or inconsistent with any law, ordinance, or regulation, then Company shall promptly report those provisions in writing to the City.

- 5.10 Public Records. Bidders 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

### PURPOSE

Plant City owns and operates a wastewater collection system of which portions are more than 50 years old and are approaching the end of their service life. Therefore, the City is soliciting services to evaluate its collection system and provide a comprehensive plan for renewal. The evaluation is to include a determination of the location and size of the components, an assessment of the individual facilities comprising the system, and preparation of a prioritized inventory of recommended maintenance, remediation, and/or replacement.

### INTRODUCTION

The City wastewater collection system contains both gravity sewer and transmission features. The gravity collection system includes approximately 140 miles of pipe and 3,100 manholes. Pipe sizes range from 8 inches to 36 inches in diameter. Materials are typically vitrified clay (VC), polyvinyl chloride (PVC) but also include steel, ductile iron, and concrete. There are substantial portions of the system where the material is unknown. **Table I** provides a listing of pipe length by diameter and material. Manholes are constructed of brick, brick and concrete, cast-in-place concrete, or pre-cast concrete. A listing of manholes by material is provided in **Table II**. An approximate map of the system is also available on the City's engineering web site in KML format (Google Earth). [www.eng.plantcitygov.com](http://www.eng.plantcitygov.com)

The wastewater transmission system contains approximately 42 pump stations and associated forcemains. The pump stations range from package units having capacity of less than 100 gallons per minute (gpm) to cast-in-place concrete facilities having capacity of approximately 2,400 gpm. Forcemains vary in size from 4 inches to 12 inches in diameter and in length from 600 feet to 2.5 miles.

**Table I. Pipe Length by Diameter and Material**

Pipe Length (Linear Feet)	Pipe Size (Inches Diameter)	Pipe Material
200,299	8	VC
154,391	8	PVC
325	8	DI
649	8	Steel
162,518	8	Unknown
29,214	10	VC
16,585	10	PVC
299	10	Metal
13,091	10	Unknown
9,756	12	VC
2,542	12	PVC
33	12	Steel
3,222	12	Unknown
7,999	14/15 *	VC
2,371	14	PVC
835	14	Unknown
259	15/16 *	VC
118	16	DI
7,523	18	VC
853	18	PVC
97	18	Unknown
27,605	24	VC
529	24	PVC
5,992	24	Steel
21,581	24	Unknown
17,080	36	VC
4,462	36	Steel
7,438	36	Unknown

\* 14" and 16" are not standard size for VC pipe.

**Table II. Number of Manholes by Material**

Number of Manholes	Material
770	Brick
16	Brick & Concrete
944	Cast-in-place Concrete
560	Pre-cast Concrete
888	Unknown

**TASKS INCLUDED**

**General Scope:** The work to be performed by the Consultant shall consist of providing professional surveying, engineering and consulting services related to the sanitary sewer system connected to the City wastewater reclamation facility.

**Task 1 – Sanitary Sewer Inventory**

To the extent the proposer deems possible, the evaluation shall inventory the sanitary sewer facilities

(excluding pump stations and forcemains). Each manhole within the evaluation area will be located and the inverts determined. The location shall be reported by state plane coordinates to within one meter accuracy. Manhole rim and invert elevations shall be determined to within 0.1 foot accuracy. Invert elevations can be determined by measuring the depth from the rim within the same 0.1 foot accuracy and subtracting. Each pipe connected to the manhole shall be identified. Pipe size and material shall be determined. All field measured information shall be provided in ESRI ArcMap format compatible with the existing City GIS. If it is proposed that all manholes are not to be evaluated, explain how the selection will be made and demonstrate that the critical manholes will be evaluated.

Task 1 may be performed simultaneously with Task 2 or sequentially.

### **Task 2 – Initial Assessment**

The purpose of the initial assessment is to determine the gravity sewer system facilities for the Detailed Assessment. Performing a video inspection to assess the condition of all pipes and manholes is beyond the budget of approximately \$900,000. Hence, the segments to be evaluated in detail need to be prioritized.

The consultant shall review all methodologies available to perform the Initial Assessment and shall provide a report outlining the benefits and detriments of each methodology and provide a written recommendation of the selection criteria for Detailed Assessment. Alternate sequences that are more efficient or incorporate innovation but still provide the deliverables are encouraged. Upon concurrence by the City regarding the methodology and criteria, the Consultant shall perform the Initial Assessment. The screening might consider:

- Larger sewers having increased priority.
- Sewers fabricated from vitrified clay, metal, or unknown materials having increased priority.
- Sewers that are in critical locations shall be automatically included in the Detailed Assessment. Critical locations are defined as those where the sewer system passes under major roadways, through rail road easements, are adjacent to wetlands and similar locations where a failure of the sewer collection system would cause catastrophic damage to the other non-sewer facilities.
- Should the initial assessment be non-conclusive as to the condition of any segment, then that sewer segment shall be included in the Detailed Assessment.
- The pump stations and wastewater forcemains are specifically excluded from this entire evaluation.

The City is relying on the Consultant's experience and expertise to provide a complete, usable evaluation. This evaluation will allow the City to commit resources for the rehabilitation of the system beginning with the most critical sewer system segments.

Upon completion of the Initial Assessment and City acceptance of the same, the Consultant shall commence the Detailed Assessment.

### **Task 3 – Detailed Assessment**

This assessment shall utilize video equipment provided by the firm specifically designed to perform inspections of the sanitary sewer system. The camera(s), lights, and tractors on which they are mounted shall be capable of inspecting sewer pipes ranging from 8 inches to 36 inches in diameter. For those system segments which cannot be fully inspected using video equipment alone, alternate inspection methods may be utilized. These alternate methods may include sonar, laser profiling, or other technologies providing an assessment of the segment condition above and below the water level existing in the pipe.

The Assessment is to be based on a digital video recording of the system’s interior. The video recording shall be used to evaluate the pipe in accordance with the National Association of Sewer Service Company’s (NASSCO) Pipeline Assessment & Certification Program (PACP). Video images of the full manhole interior shall be evaluated in accordance with NASSCO’s Manhole Assessment & Certification Program (MACP). The video recordings, the manhole images and all data should be provided in such a format so that they can be accessed through the City’s GIS mapping system (ESRI ArcMap 10.1) and CUES GraniteXP software. Persons evaluating sewers and manholes shall have current PACP and MACP certifications.

This assessment shall identify construction features and shall identify all defects including but not limited to structural, O&M, and infiltration defects of both sewer pipelines and manholes. This assessment shall then be used to determine maintenance required, identify deficiencies requiring repair, the type of repair necessary, and specify those entire segments of pipe or manholes that should be replaced. All the maintenance, repair, or replacement features shall then be prioritized. Those components of the sewer system with the highest risk of failure and the greatest consequences related to that failure shall be given the highest priority.

Upon completion of the evaluation, it is anticipated that there will be segments of the sewer system that will require immediate attention. Other segments may be degraded but not to the extent that immediate repair or replacement is indicated. These non-immediate segments will be monitored by the City to determine when maintenance, repair, or replacement should occur. The consultant shall recommend the frequency for such future monitoring by the City.

All information and priorities assigned shall be provided to the City in report format with appendices containing the details.

**DELIVERABLES**

The following deliverables shall be submitted to the City at the project milestones.

**Table III. Required Deliverables**

<b>Project Task</b>	<b>Deliverables Required</b>
Sewer Inventory	Location of facilities Manhole Elevations (rim and calculated inverts) Electronic format compatible with ESRI ArcMap 10.3.
Initial Assessment	Criteria for Detailed Assessment selection recommendation Report on facilities that were or were not selected for Detailed assessment and why
Detailed Assessment	The results of the evaluation including the list of prioritized maintenance, repair, and replacement work. An appendix listing the results of the pipe and manhole inspections The inspection reports shall be software generated and use PACP/MACP evaluation criteria A draft PDF copy of the report shall be submitted to the City for comment. All comments shall be addressed and the report finalized. Digital copies of all files including video obtained to evaluate the system, manhole images, GIS layers, and pipe inspection reports are to be provided to the City.

## **Work Schedule**

The work schedule for the Sanitary Sewer Assessment shall be six months from the Notice to Proceed as outlined in the following schedule.

Task 1 – Sanitary Sewer Inventory - The collection of field data for the gravity sewer shall be completed within 2 months.

Task 2 – Initial Assessment – The proposed methodology to perform the Detailed Assessment selection shall be submitted and revised to obtain City concurrence, including the final selection shall not exceed 1 month to complete. Tasks 1 and 2 may be combined and shall be completed within 3 months.

Task 3 – Detailed Assessment – The video work, evaluation, recommendations for remedy, preparation of GIS interface, capital improvement program recommendations and the final report preparation shall be completed within 3 months of the Task 2 completion date.

The City may consider alternate work schedules (e.g. 7 or 8 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 (Company) nor any affiliate of the Proposer or Vendor (Company) 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 \_\_\_\_\_, 2016, 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, as described in the Request for Proposals No. 16-017UM-DB, is for Consultant to provide professional engineering and planning services for a Sanitary Sewer Assessment. Consultant’s Executed Proposal (“Services”) is attached as Exhibit “A,” and 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.

3. PUBLIC RECORDS.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Kerri J. Miller**  
**City Clerk**  
**302 W. Reynolds Street**  
**Plant City, FL 33563**  
**Phone: 813-659-4200**  
[kmiller@plantcitygov.com](mailto:kmiller@plantcitygov.com)

Consultant shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Consultant shall (a) keep and maintain public records required by City in order to perform the service under this Agreement; (b) upon request from the City Clerk, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of this Agreement term and following completion of this Agreement if Consultant does not transfer the records to City; and (d) upon completion of this Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of this Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology system of City.

4. COMMENCEMENT AND PROGRESSION OF WORK. Work performed by Consultant will commence on within five (5) days from the written notice to proceed and pursuant to the Proposal, progress according to a mutually agreeable work schedule, and be completed on or before six (6) months from the date of the written notice to proceed. Time is of the essence to this Agreement.

5. PAYMENTS TO CONSULTANT. The cost for Consultant's services under the Proposal shall be as described in Exhibit "B." All other services shall be as agreed by City and Consultant. The Hourly Rates of Consultant shall be as quoted in the Proposal, attached hereto as Exhibit "B." 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).

6. 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.

7. 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.

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

9. INSURANCE. Consultant shall secure and maintain General Liability Insurance in the amount of \$1,000,000.00, Professional Liability Insurance in the amount of \$1,000,000.00, and such insurance as required under applicable Workers' Compensation Acts and Unemployment Compensation Acts and any other federal, state, or local laws or ordinances. City shall be named as additional insured, and City reserves the right to require Consultant to furnish satisfactory evidence of the above protection before work is started or at any time thereafter.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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

17. 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.

18. 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.

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

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

21. 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 Agreement

Exhibit B  
Consultant's Fee Proposal