

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED BID ● DO NOT OPEN

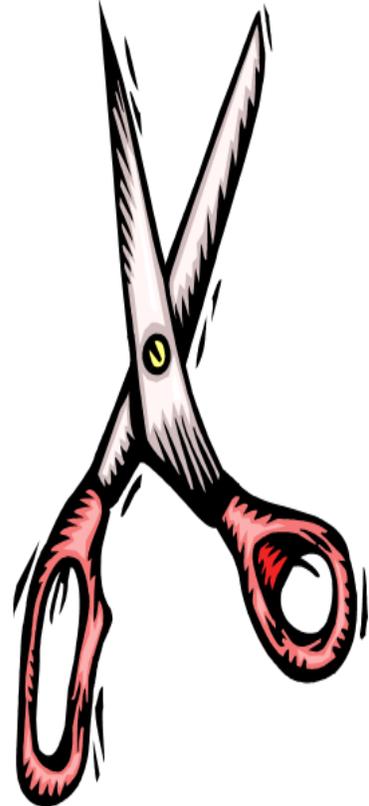
SEALED BID NO. : _____

BID TITLE: _____

DUE DATE/TIME: prior to 2:00 p.m.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PROCUREMENT DEPARTMENT
302 W. Reynolds Street, 3rd Floor
Plant City, FL 33563





**CITY OF PLANT CITY
Plant City, FLORIDA**

REQUEST FOR QUALIFICATIONS

**RFQ NO. 16-019EN-MS
Environmental Science and Engineering Services**

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

**CITY OF PLANT CITY
PLANT CITY, FLORIDA**

**RFQ NO. 16-019EN-MS
Environmental Science and Engineering Services**

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**CITY OF PLANT CITY
Plant City, FLORIDA**

**RFQ NO. 16-019EN-MS
Environmental Science and Engineering Services**

Project Summary

Pursuant to Section 287.055, Florida Statutes (the "Consultants Competitive Negotiation Act" or "CCNA"), the City of Plant City hereby gives notice that it intends to award continuing contracts for professional services for the work specified herein and seeks responses for the acquisition of professional services within the scope of the practice of Environmental engineering.

Scope of Services

The project is more fully described in Section 6 – Scope of Services. This RFQ and related documents are open for public inspection online at DemandStar.com, Bidsync.com and www.plantcitygov.com.

Submittal Location & Deadline and Bid Opening

Sealed RFQ's must be delivered to 302 W. Reynolds Street, 3rd Floor, Plant City, Florida 33563. The submittal deadline is **Thursday, September 1, 2016, not later than 2:00 p.m.**

Questions

Procurement Manager, W. A. "Buddy" Storey, Jr. is the only staff designated to answer questions about this RFQ. 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 DemandStar.com, Bidsync.com and www.plantcitygov.com. The final day for questions is **August 15, 2016, at 3:00 p.m.**

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

Section 1 – Submittal Delivery

- 1.1 Submittal Location & Deadline. Proposals must be submitted to the City of Plant City Purchasing Department (302 W. Reynolds Street, 3rd. floor Plant City, Florida 33563) by **Thursday, September 1, 2016, not later than 2:00 p.m.** Proposals will be time stamped upon receipt.
- 1.2 Submittal Envelope. RFQ's shall be submitted in a sealed envelope or box clearly marked "RFQ 16-019EN-MS Environmental Science and Engineering Services". **Consultant also shall write its firm name on the outside of the envelope.** (Bid Label provided herein)
- 1.3 Valid Term. Proposals shall be valid for no less than 120 days from the date the City opens the proposals.
- 1.4 Rejection. Proposals submitted after the deadline will be rejected. Proposals submitted in an unsealed or incorrectly marked envelope or box will be rejected. Fax, e-mail, or telephone proposals will be rejected.

Sub-Section 1.1 - Submittal Contents

- 1.1.1 Forms. Submittals shall be made as described and required herein. Required forms shall be signed by the company owner or other legally authorized individual.
- 1.1.2 Licenses & Certifications. Consultant must include the following with its proposal:
 - a. Photocopy of valid Florida business license.
 - b. Photocopy of current insurance certificate with at least \$1,000,000 in coverage per incident including workman's comp certificate.
- 1.1.3 Information Required for Proposal Evaluation. City will evaluate information provided by Consultant in this proposal based on the criteria and format provided in Section 6 – Scope of Services and Section 4 - City Rights & Procedures.
- 1.1.4 Number of Copies. Submittal Format is described in detail in section 6 – Scope of Services. Consultant shall submit **(1) Original Response, (5) five hard copies of their submittal of all required forms and documents, and (1) one electronic copy (PDF on a CD or flash drive),** sealed as described in Section 6 - Scope of Services.

- 1.1.5 Completeness. The City reserves the right to reject proposals that are incomplete, conditional, or deficient in any way, or which contain unsolicited additions/alterations.

Section 1.2 – Company Responsibilities

- 1.2.1 Review Documents. Consultant must review all plans, specifications, and contract documents related to this RFQ and the project. Failure to review all plans, specifications, forms, contracts, addenda, or other documents shall not relieve Consultant from any obligations contained in this RFQ or subsequent contracts with the City. Submittal of qualifications shall serve as Respondent's acknowledgement that it has reviewed and understood all of the RFQ requirements and documents.
- 1.2.2 Fill-In Required Forms & Seal Envelope. Proposers submitting must accurately and completely fill-in the response forms included in this packet "Section 7 - Forms". Consultant must submit those forms along with other documents listed in "Section 2 -Submittal Contents" and elsewhere in this RFQ. Authorized signatures must be included on forms/documents. Incomplete or missing forms/documents may result in rejection of Respondent's submittal.
- 1.2.3 Certification. Submittals shall be deemed as Proposer's certification that it has fully considered all factors associated with this RFQ, including any addenda.
- 1.2.4 Schedule of Subcontracting- Proposers who will be subcontracting any portion of the work shall state name, address and service discipline of proposed sub-consultants. The City reserves the right to accept or reject any proposed sub-consultants. Sub-consultant changes or additions during the performance of the resulting contracts for the RFQ shall require prior approval by the City's Engineer.

Section 1.3 – City Rights and Procedures

- 1.3.1 Authorized Representative. The City Manager (or designee) is the City's authorized representative on this project.
- 1.3.2 Proposal Evaluation. City will assemble a committee to evaluate proposals, which may include the hiring of consultants to assist with the evaluation of proposals.

1.3.3 Evaluation Criteria. The evaluation criteria are described in detail in Section 6 – Scope of Services. The City will evaluate Qualification Statements for each proposal based on the point scale listed below:

RATING FACTORS	MAXIMUM POINTS
A. Ability of Professional personnel.	25
B. Relevant Experience	25
C. Staff and Training Experience	15
D. Location and Accessibility	10
E. Past Performance of Respondent, Including Partners and Team Members	10
F. Volume of Similar Contracts with Government Agencies within the past 5 years	10
G. Current and Projected Workload	4.5
H. City of Plant City Local Preference	1.5
TOTAL SCORE	100

1.3.4 Local Preference. The City has adopted a local preference policy (Section 2-151 Plant City Code). As part of the RFQ evaluation, qualifying Consultants will be awarded **1½ points** toward their final point total. A Consultant qualifies for award of local preference points if it has met all of the following:

- a. Paid its applicable City business tax for the current year in which this RFQ is issued. **Consultants that request local**

preference must include in their submittal packets a copy of the receipt proving payment of the City's business tax.

- b. A license issued by the State of Florida allowing it to engage in the business of providing the goods/services requested in this RFQ.
- c. A physical office located within the city limits of Plant City. The office must be staffed by at least two full-time equivalent employees, 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 Consultant that does not meet the criteria above shall not receive 1½ points toward its final point total.

1.3.5 Rejection. The City reserves the right to reject any or all proposals at any time and for any reason.

1.3.6 Waiver of Irregularities. The City may waive informalities or irregularities that, in the City's opinion, do not materially affect a Consultant's proposal.

1.3.7 Revocation of Award. If the City discovers that the Consultant has misrepresented anything in their proposal or that the Consultant, in the City's opinion, is no longer reasonably capable of performing the work as proposed, the City may revoke the award at any time. The Purchasing Manager will issue the revocation in writing to Consultant.

The City reserves the right to award the contract to the next highest ranked Consultant if the highest ranked Consultant fails to fulfill the contractual obligations.

Section 1.4 – General Conditions

1.4.1 Questions. Procurement Manager, Buddy Storey, is the designated RFQ contact person. Respondents must submit any questions regarding this RFQ, in writing via e-mail, to the Procurement Manager at wstorey@plantcitygov.com. The deadline to submit questions for this RFQ is Monday, August 15, 2016, at 3:00 PM. All questions received by the deadline will be replied to via written addendum posted online at www.demandstar.com; www.bidsync.com and www.plantcitygov.com.

Respondents may rely only on **written** addenda from the Purchasing Manager. Verbal and/or written responses given by other City staff in response to Respondent 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 RFQ or the project described within this RFQ.

- 1.4.2 RFQ Interpretations. The City has the right to define and interpret RFQ terms, specifications, and conditions.
- 1.4.3 Contract Documents. Draft Contract Documents are attached hereto and are required by the City to award the project described in this RFQ. If proposing Proposer requires modifications or additional terms and conditions to the contracts, then said **Proposer shall clearly identify those requested modifications or additional terms and conditions in its proposal.** Contract modifications requested any other way shall not be considered.
- 1.4.4 Term. The term of the contract(s) developed from this Request for Qualification Statements will be for a period of one (3) years, with two optional (1) year renewal periods.
- 1.4.5 Insurance. Insurance specified in this RFQ document and the contracts 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 City of Plant City shall be named as an additional insured.
 - c. Surety 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.
 - d. The surety company shall have at least the following minimum rating as listed in Best's Financial Rating:
 - i. Financial Strength Rating of "A".
- 1.4.6 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, 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 (vendor), supplier, subcontractor, or contractor 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.

Contractor 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 6. Sworn Statement" of this RFQ. Failure to submit a completed form may disqualify Contractor's proposal.

- 1.4.7 Indemnification. Section 1-15, Plant City Code, prohibits the City from indemnifying other parties to an agreement. Therefore, the City will not indemnify Consultant.
- 1.4.8 RFQ Preparation & Submittal Expenses. The City shall not be responsible for any expense incurred by any Contractor in reviewing, evaluating, preparing, or submitting a proposal. Consultant is solely responsible for the entire expense of responding to this RFQ.
- 1.4.9 Legal Requirements. Consultant 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 RFQ. Consultant'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.

Submittal of a Qualification Statement shall constitute Consultant'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 Consultant's ignorance thereof. If Consultant believes provisions in the RFQ documents are contrary to or inconsistent with any law, ordinance, or regulation, then Consultant shall promptly report those provisions in writing to the City.

- 1.4.10 Public Records. Consultant understands 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.

Section 2 – Scope of Services

The scope of services to be provided under the Environmental Science and Engineering Services continuing contract are listed below, but are not limited to the following:

- Environmental & Site Remediation Assessment
- Soil Testing
- Groundwater and Surface Water Testing
- Phase I Environmental Assessment Reports
- Phase II Environmental Assessment Reports
- EPC Conditional No Further Action Proposals (CNFAP)
- EPA Brownfield Grant Preparation
- Asbestos Surveys
- Wetland Delineation Surveys and Permits

RESPONSE FORMAT CRITERIA:

Responses must be sealed and marked with the name of the Respondent, RFP number, and title **"RFQ NO. 16-019EN-MS ENVIRONMENTAL SCIENCE AND ENGINEERING SERVICES"** so as to identify the enclosed response. Each response shall include one (1) original of the response, five (5) copies of the response, and one (1) properly indexed compact disc or thumb drive of the response. It is imperative that the information submitted is precise, clear, and complete. All responses must be presented in an 8 1/2" by 11" bound document, tabbed in the following format that does not exceed fifty (50) pages. The following items will not be counted towards the page total:

- A. Professional Licenses
- B. Index Documentation, Sectional Dividers, Front and Back Covers
- C. Executive Summary, not to exceed three (3) additional pages
- D. Current Certificate(s) of Insurance (See Section 1.0)
- E. Proof of all Florida Department of Environmental pre-qualifications

The format shall be in Microsoft Word (.doc) and the file saved in .pdf format and must include Bookmarks for each Section. No macros will be allowed. Minimum font size of ten (10) shall be used. Times New Roman shall be the required font type. At the discretion of the City, Respondents **may** be asked to give short presentations / interviews as part of the selection and ranking process.

RESPONSE OUTLINE

Sections and subsections shall correspond in sequence with those identified below and shall be clearly sequentially tabbed. All additional information that a Respondent believes is unique to a section and does not fit the established outline may be included at the end of that section under a subheading "Additional Information." "Additional Information" will count against the maximum number of pages.

EVALUATION CRITERIA

A. ABILITY OF PROFESSIONAL PERSONNEL (MAXIMUM 25 POINTS)

Illustrate the Respondent's organizational chart as it relates to professional services categories listed in the "Scope of Services" section of this RFP, indicating key personnel and their relationship to project categories, especially the Project Manager.

B. RELEVANT EXPERIENCE (MAXIMUM 25 POINTS)

- a) Respondent's background, history, and experience for each category of services.
- b) List and provide copies of any and all Florida Department of Environmental Protection, USEPA and other governmental agency certifications.
- c) Include a description of the Respondent's past and current related experience. Consideration will be given to the successful completion of previous projects and their complexity. List the projects which best illustrate the experience of the Respondent and current staff, including partners and members assigned to such project(s). For each relevant project, include the following:
 - 1) Name and Location of project;
 - 2) The nature of the Respondent's responsibility on project;
 - 3) Project Owner's representative's name, address, phone number, and email;
 - 4) Project user agency's representative's name, address, phone number, and email;
 - 5) Date project was completed with original and final schedules;
 - 6) Cost of project (list separately the design cost and construction cost) including original estimate and final cost;
 - 7) Work activities for which Respondent's staff was responsible
 - 8) Present status of project;
 - 9) Size of project

It is preferred that the Project Manager & Staff that are indicated as key personnel for this response to the RFQ provide projects located in Florida. Florida projects should also indicate what government agency(s) were involved.

C. STAFF TRAINING AND EXPERIENCE (MAXIMUM 15 POINTS)

- a) Indicate the general and specific project related capability, including training and experience, of all the proposed staff and indicate the adequate depth and abilities from within the organization which can be drawn upon as needed, including management, technical, and support staff. Give brief resume of the key person(s) to be assigned responsibilities for projects under this RFP.
- b) Describe the capabilities of Respondent's staff who will provide technical services required for:
 - 1) Change order negotiation;
 - 2) Claims management;
 - 3) Cost control;
 - 4) Cost estimating of the guaranteed maximum price;
 - 5) Constructability analysis;
 - 6) Design;

- 7) Life cycle cost analysis;
 - 8) Project close out;
 - 9) Quality control (construction);
 - 10) Value engineering;
- c) Responses shall include information indicating if the Respondent was not the lead consultant for mentioned projects, description of actual involvement, percentage of work subcontracted for mentioned projects. Also, project descriptions included in staff resumes should provide some detail of the person's actual involvement with the project.

D. LOCATION/ACCESSIBILITY (MAXIMUM 10 POINTS)

State the Respondent's location(s) for each work category and future accessibility.

E. PAST PERFORMANCE OF RESPONDENT, INCLUDING PARTNERS AND TEAM MEMBERS (MAXIMUM 10 POINTS)

Respondents must provide at least five (5) references from current clients of similar contracts in the last ten (10) years. Scope and cost of the projects shall be indicated. Provide addresses, contact name, telephone number and e-mail address.

F. VOLUME OF SIMILAR CONTRACTS WITH GOVERNMENT AGENCIES WITHIN THE PAST (10) YEARS (MAXIMUM 5 POINTS)

Proposers shall list the agency, contract, and dollar value/volume of work issued for the contract. This information shall be limited to a single line of information per contract.

G. CURRENT AND PROJECTED WORKLOAD (MAXIMUM 4.5 POINTS)

The projected workload includes current projects winding down and new projects ramping up. Ideally, the combined total is close to your Respondent's productive capacity.

H. LOCAL PREFERENCE (MAXIMUM 1.5 POINTS)

- A. Local Preference. The City has adopted a local preference policy (Section 2-151 Plant City Code). As part of the RFQ evaluation, qualifying Consultants will be awarded **1½ points** toward their final point total. A Consultant qualifies for award of local preference points if it has met all of the following:
- a) Paid its applicable City business tax for the current year in which this RFQ is issued. **Consultants that request local preference must include in their submittal packets a copy of the receipt proving payment of the City's business tax.**
 - b) A license issued by the State of Florida allowing it to engage in the business of providing the goods/services requested in this RFQ.
 - c) A physical office located within the city limits of Plant City. The office must be staffed by at least two full-time equivalent employees, 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 Consultant that does not meet the criteria above shall not receive 1½ points toward its final point total.

PRESENTATIONS

The City's Evaluation Committee **may** require high ranking Respondents to participate in presentations and to submit technical or other additional information to their responses as a result of their presentations.

SELECTION PROCESS AND CRITERIA:

It is the intent of the City to select and negotiate continuing contracts with one or more Proposers. Responses shall be reviewed by the Evaluation Committee and ranked by the Evaluation Committee based upon the above criteria. Public presentations to the Evaluation Committee may be requested of the Respondents. Each member of the Evaluation Committee shall perform their own independent scoring based upon the criteria herein and the highest ranked Proposers shall be determined by the order of ranking from highest to lowest score. The Evaluation Committee members have the right to correct any errors that may be made in the evaluation and selection process. The City is not obligated to award a contract, and the Evaluation Committee members may decide to recommend rejection of all responses. Selection of Respondents shall follow the procedures adopted by the City of Plant City and Section 287.055, Florida Statutes. The selection process shall be open to the public, and records shall be maintained in accordance with Florida records retention requirements.

CONTRACT NEGOTIATIONS AND EXECUTION:

Negotiation of contracts with Respondents will follow the order of ranking by Evaluation Committee from highest to lowest score. Contract negotiations shall follow the procedures adopted by the Plant City Board of City Commissioners and Section 287.055, Florida Statutes. The Evaluation Committee may require selected Respondents to submit technical or other additional information related to its response during contract negotiations. Multiple Respondents may be awarded continuing contracts. Should a satisfactory contract not be negotiated with top ranked Respondents, then next ranked Respondents shall be contacted and negotiations shall begin with each highest ranked Respondent and so on, until the City has the number of continuing contracts it desires. Procurement and contracting of all Professional Services shall conform to all policies of the City's ordinances, codes, and technical standards as well as State and Federal law and regulations including, but not limited to, 24 CFR, Part 85, and Section 287.055, Florida Statutes. It is anticipated that contracts will be negotiated for Environmental Science and Engineering Services. Those contracts will include provisions required by federal, state or local laws, regulations, ordinances or executive orders and provisions required by policies adopted by the City. Those contracts will also require that any work order issued pursuant to the contract include all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

After negotiations, contracts will be placed on a City Commission Agenda for its consideration.

RESPONDENTS CONTRACTING WITH THE CITY SHALL:

- A. Perform all professional services to current professional standards of the applicable discipline.
- B. Maintain an adequate staff of qualified personnel.
- C. Ensure that all work meets all current federal, state, and local laws, regulations, and ordinances applicable to the work.
- D. Cooperate fully with the City in the scheduling and coordination of all phases of the work.
- E. Report the status of the work to the City upon request and hold pertinent data, calculations, field notes, and records open to the inspection of the City and its authorized agents at any time.
- F. Perform any additional work required for a particular change order approved by the City.
- G. Have approval from the City in writing prior to commencement of any change order.
- H. Agree that all data, reports, specifications, ordinances, and other work products collected or developed by the Respondent will become the property of the City without restrictions or limitations and shall be made available at any time upon request to the City.
- I. Not subcontract, assign or transfer any work under any continuing contract, or work order with the City without the written approval of the City. Except as otherwise required by law, Respondents shall provide copies of any records related to continuing contracts solely at the cost of reproduction.

Section 3 - Required Forms

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL PROPOSERS:

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID/PROPOSAL.

TIN#: _____ D-U-N-S® # _____

(Street No. or P.O. Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Emergency Contact Person: _____
Telephone Number: _____ Cell Phone Number: _____

ACKNOWLEDGEMENT OF ADDENDA

The Proposer shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

**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 FOR
ENVIRONMENTAL SCIENCES AND ENGINEERING SERVICES**

THIS AGREEMENT is entered into this _____ day of _____, 2016, by and between the City of Plant City, a Florida municipal corporation ("City"), whose address is 302 West Reynolds Street, Plant City, FL 33563 and _____, ("Company") whose address is _____.

WHEREAS, City desires to retain Company to render environmental sciences and engineering services, as described herein; and

WHEREAS, Company represents that Company is qualified, willing and able to provide the described environmental sciences and engineering services according to the terms of this Agreement;

It is therefore, upon consideration, the receipt of which is hereby acknowledged, agreed upon by the parties that:

1. Definitions.

- (A) "Agreement" means this written agreement between City and Company and any amendments, modifications and change orders thereto. Following is a list of attachments to this Agreement:

Attachment A - Scope of Services
Attachment B - Reimbursable Cost Schedule
Attachment C - Fee Proposal
Attachment D - Certificate of Insurance
Attachment E - Truth In Negotiation Certificate Form
Attachment F - Acknowledgement of Company, Corporation/
Partnership Form
Attachment G - Work Order Form

- (B) "Change Order" is a modification of this Agreement.
- (C) "CERCLA" means the Federal Comprehensive Environmental Response, Compensation and Liability Act.
- (D) "City Attorney" means the City Attorney of the City of Plant City.
- (E) "City Engineer" means the City Engineer of the City of Plant City, or such other person designated in writing by the City Manager.

- (F) "City Manager" means the City Manager of the City of Plant City, or his designee in writing.
- (G) "Project" means the Work described within the Work Order.
- (H) "RCRA" means the Federal Resource Conservation and Recovery Act.
- (I) "TSCA" means the Federal Toxic Substances Control Act.
- (J) "Work" or "Scope of Work", the services provided by Company in accordance with Work Orders and Attachments.
- (K) "Work Order" means a written authorization for Company to proceed with the Project described therein.

2. Scope of Agreement.

The parties agree that the purpose of this Agreement is for Company to provide to City environmental sciences and engineering services described in Attachment A, Scope of Services and for specific Projects to be described in future Work Order(s). The form of the Work Order shall be as attached hereto as Attachment G. The terms of the Scope of Services are incorporated herein by this reference; provided however, that in the event there is any conflict with the terms of the Scope of Services and this Agreement, the terms of the contract documents prepared by the City shall control.

3. Term of Agreement.

Company shall provide to City environmental sciences and engineering services under this Agreement for an initial one year term beginning on the date of execution of this Agreement. At the sole option of City, the contract term may be extended for three (3) additional one year terms (for a total of four years) under the same terms and conditions of this Agreement by giving Company written notice not less than thirty (30) days prior to the expiration of the initial one year term, or one year extension. The City Manager will approve and execute all extensions.

4. No Minimum amount of Work.

This Agreement is non-exclusive. Notwithstanding any provision in this Agreement, City shall not be obligated to assign any minimum amount of Work to Company during the term of this Agreement. Company shall have no claim against City for damages or loss of profits due to the amount of Work assigned under this Agreement.

5. **Company's Representations and Warranties.**

By executing this Agreement, Company makes the following express representations and warranties to City:

- (A) Company is professionally qualified to perform the services of the Scope of Work described in Attachment A;
- (B) Company shall maintain all necessary licenses, permits or other authorizations necessary for the Work until Company's duties hereunder have been fully satisfied;
- (C) Upon execution of the Work Order, Company will become familiar with the Project site;
- (D) Company shall prepare all documents and things required by this Agreement in such a manner that they shall be accurate, coordinated and adequate for its purposes;
- (E) Company shall assign only qualified personnel to perform any service, and Company assumes full responsibility to City for the improper acts and omissions of its consultants or others employed or retained by Company in connection with the Work under this Agreement;
- (F) Company and its chemists, geologists, engineers, technicians, and other employees and consultants and subcontractors shall be well-versed and knowledgeable in all laws and regulations relating to the environment, human health, welfare and/or safety applicable to the Services, including, but not limited to, the RCRA, TSCA, CERCLA, and other federal, state and local laws and regulations applicable to the Services. The Services and all acts of the Company, its employees, subcontractors, agents and representatives shall at all times comply with applicable laws and regulations relating to the environment, human health, welfare and/or safety and other applicable laws, codes, ordinances, regulations and directives of governmental authorities and agencies with jurisdiction over the Company's Services and/or the site or materials involved ("Applicable Laws");
- (G) Since City has entrusted this work to Company, Company shall use its professional expertise to protect the interests of City at all times with regard to its performance under this Agreement. Company shall assume towards City a professional relationship of trust, confidence and fair dealing; and
- (H) In the performance of its Services under this Agreement, the Company shall exercise that degree of skill and care ordinarily exercised by

professional environmental response and consulting firms practicing under similar conditions in Florida. All field work and the preparation of the Company's reports shall be performed under the full-time supervision of a registered professional geologist or other licensed or certified professional as required by Applicable Laws. The Company shall be responsible to the City for loss, damage and expense suffered by the City which are directly attributable to the Company's failure to adhere to this standard; and

- (I) Company shall insure that its fees charged for this work are fair, reasonable, and consistent with fees charged locally for similar work; and
- (J) Upon execution of Work Order, Company represents that Company will have no internal scheduling conflict based on the available documents, time tables, construction projections and that Company will avoid any internal scheduling conflict in the future; and
- (K) Upon execution of Work Order, Company shall perform its work as expeditiously as is consistent with professional skill and care and the orderly progress of the work and in accordance with the specific time requirements and approved compensation under in this Agreement. Company shall furnish oral progress reports of the results of the site activity to the City, promptly upon completion of each activity. The Company shall furnish oral reports to the City immediately if the Company, based on on-site inspection or other information obtained by the Company, suspects the presence of conditions at the site which require additional action under Applicable Laws or which will exceed approved compensation.

6. Commencement and Progression of Work.

Work performed by Company will commence immediately upon receipt of the Work Order signed by the Company and City Manager. The Work shall be completed by the date established in the agreed upon Work Order. Time is of the essence to this Agreement.

Should Company be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Company, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of City including any of its agents or employees, fires, floods, epidemics, quarantine regulations, strikes or lockouts, then Company shall notify City Engineer in writing within 24 hours after commencement of such delay, stating the cause or causes thereof, or may be deemed to have waived any right which Company may have had to request an extension to the time specified in the Work Order.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Company's services for any cause whatsoever, including those for which City, including any of its agents or employees, may be responsible in whole or in part, shall relieve Company of its duty to perform or give rise to any right to damages or additional compensation from City. Company's sole remedy against City in the event of such interruption, interference, inefficiency, suspension or delay in the commencement or progress of such services shall be the right to seek an extension to the time stated in the Work Order. This Paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

7. **Payments to Company.**

Upon completion of services described in the Work Order, City shall pay Company based on fees described in Attachment C (Fee Proposal) and shall reimburse Company for costs as described in Attachment B (Reimbursable Cost Schedule).

8. **Waiver and Modification.**

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 Company and any increases or decreases in Company's compensation, must be agreed to in writing and signed by both parties in order to be effective.

9. **Termination.**

(A) In the event Company disregards the authority of City or violates the provisions of this Agreement or otherwise fails to comply with any provisions of this Agreement or if the progress or quality of the work is unsatisfactory, City Engineer may serve written notice thereof upon Company, and if Company fails within a period of ten (10) calendar days thereafter to correct such failure, City may terminate this Agreement upon written notice to Company. Upon such termination, Company shall immediately cease its performance of this Agreement and shall deliver to City all completed or partially completed work.

(B) In the event City violates the provisions of this Agreement or otherwise fails to comply with any provisions of this Agreement, Company may serve written notice thereof upon City, and if City fails within a period of ten (10) calendar days thereafter to correct such failure, Company may terminate this Agreement upon written notice to City. Upon such termination, City shall pay Company for all services rendered prior to termination, plus any expenses incurred and unpaid which would otherwise be payable hereunder.

- (C) **Termination for Convenience.** City reserves the right to terminate this Agreement without regard to cause, in whole or in part, for its convenience. Such termination shall be effective seven (7) calendar days after transmission of written notice of the same to Company by U.S. Certified Mail, return receipt requested. Upon receipt of such notice, Company shall immediately cease work on that portion of the work so terminated. In the event of such termination for convenience, City shall pay Company for all services rendered prior to termination, plus any expenses incurred and unpaid which would otherwise be payable hereunder. In such event, Company shall promptly submit to City its invoice for final payment which invoice shall comply with the requirements of this Agreement.
- (D) Upon termination, Company shall deliver to City all completed or partially completed work, including, but not limited to all original papers, records, drawings, models, and other materials set forth and described in this Agreement, within seven (7) calendar days of the termination date established in the notice. In the event Company fails to deliver the referenced work and materials to City within the specified time, Company expressly consents to the entry of an order in any court having jurisdiction authorizing City to enter Company's premises and take possession and remove such work and materials.
- (E) If, after notice of termination of this Agreement as provided for in subparagraph (A) above, it is determined for any reason that Company was not in default, or that its default was excusable, or that City was not otherwise entitled to the remedy against Company provided for in subparagraph (A), then the notice of termination given pursuant to subparagraph (A) shall be deemed to be the notice of termination for convenience provided for in subparagraph (C) and Company's remedies against City shall be the same as and limited to those afforded Company under subparagraph (C). Should City find it necessary to terminate this Agreement for the reasons stated in subparagraph (A), the cost of termination and any additional costs incurred in completing or correcting Company's work shall be borne by Company. Should withheld payments be insufficient to cover said costs, Company shall immediately pay City, upon demand, an amount equal to such additional costs.

10. **Jurisdiction.**

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

11. **Insurance.**

Company shall keep in force as presented herein the following coverages with companies rated A++ or A+ by Best's or an equivalent insurance industry rating service:

(A) Worker's Compensation Insurance

Company shall procure and shall maintain at its sole cost and expense, with insurance companies licensed to do business in the State of Florida, during the life of this Agreement and performance of the Services and other activities authorized under this Agreement, Employee's Liability and Worker's Compensation Insurance for all of its employees to be engaged in the performance of the Services and other authorized activities under this Agreement. In case employees engaged in hazardous work under this Agreement are not protected under the Workers' Compensation Statute, Company shall provide adequate insurance coverage for the protection of the employees not so covered.

(B) Company's Comprehensive General Liability Insurance

Company shall procure and shall maintain during the life of this Agreement and performance of the Services and other activities authorized under this Agreement, Personal Injury Insurance for injuries, including accidental death, to each person, in an amount not less than \$2,000,000.00 on account of each occurrence or claim, and \$2,000,000.00 aggregate; and Property Damage Insurance in an amount not less than \$2,000,000.00 each occurrence or claim, and \$2,000,000.00 aggregate, including Completed Operations and Premises-operation. This Comprehensive General Liability Insurance shall include coverage for liability assumed in the Indemnification Clause.

(C) Automobile Bodily Injury and Property Damage Insurance

Company shall procure and shall maintain during the life of this Agreement and performance of the Services and other activities authorized under this Agreement, Automobile Bodily Injury Insurance for injuries, including accidental death, to each person, and in an amount not less than \$2,000,000.00 for each occurrence; and property damage in an amount not less than \$2,000,000.00 for each occurrence. Company shall procure and shall maintain during the life of this Agreement and performance of the Services and other activities authorized under this Agreement, Hired and Non-Ownership Automobile Bodily Injury Insurance and Property Damage Insurance for injuries, including accidental death, to each person, and in an

amount not less than \$2,000,000.00 for each occurrence; and property damage in an amount not less than \$2,000,000 for each occurrence.

(D) Professional Liability

Throughout all phases of the Services and other activities authorized under this Agreement, and for a period of one (1) year after final completion, Company shall keep in force, at its sole cost and expense, a professional liability insurance policy covering all activities performed by Company under this agreement with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence or claim, and Two Million Dollars (\$2,000,000.00) aggregate. Such policy shall provide that it may not be substantially modified or canceled without thirty (30) days' prior written notice to City and without obtaining written consent from City. Company shall do all things necessary to keep the policy in full force and effect throughout all phases of the Services and other activities authorized under this Agreement and for a period of one (1) year from the date of final completion, unless such policy is not commercially available. For purposes of this paragraph, coverage will be deemed to be not commercially available if the premium for such coverage exceeds Company's current premium plus customary annual increases. Company shall deliver to City a copy of its insurance certificate (and, if requested by City, a copy of Company's policy) at least once a year for the term of this Agreement and for a period of one (1) year from the date of final completion of the Services and other activities authorized under this Agreement.

(E) Contractor's Pollution Liability Coverage

Companies and Contractors shall all procure and shall maintain Contractors Pollution Liability Coverage insurance for third party and remediation liability covering all activities performed by the Companies and Contractors under this Agreement with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence or claim, and Two Million Dollars (\$2,000,000.00) aggregate.

12. **Indemnification.**

Company shall indemnify and hold harmless City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Company and other persons employed or utilized by Company in the performance of this Agreement.

13. **Statement of Assurance.**

During the performance of this Agreement, Company assures City that Company is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977; that Company does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against Company's employees or applicants for employment. This Agreement is expressly conditioned upon the veracity of this Statement of Assurance and Company'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.

14. **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, Company 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, Company shall immediately notify City.

15. **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.

16. 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 Company to City is that of an independent contractor.

17. Venue.

In the event of any litigation involving this agreement, venue shall be Hillsborough County, Florida.

18. Notices.

All Notices hereunder shall be deemed to be properly made if sent by certified mail, return receipt requested, to:

Company:

and to CITY:

Michael Herr, City Manager
City of Plant City
302 W. Reynolds Street
Plant City, FL 33563

With a copy to:

Kenneth W. Buchman, Esq.
City Attorney
City of Plant City
302 West Reynolds Street
Plant City, FL 33563

Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, in the manner provided above, a notice of such change.

19. Public Records.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, COMPANY 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

Company shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Company 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 Company 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 Company or keep and maintain public records required by City to perform the service. If Company transfers all public records to City upon completion of this Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of this Agreement, Company 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.

20. Successors and Assigns.

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 Company to any third party without the prior written consent of City.

21. Reports.

It is understood and acknowledged that all reports, logs, charts, drawings, designs and like documents prepared and paid for pursuant to this Agreement shall, from the inception, become and be the property of the City, and the Company hereby expressly waives any claim of ownership of or right to such reports, logs, charts, prints, models, drawings, specifications or right to the representation of expression thereof, to which it might otherwise be entitled. The Company shall have the right to retain copies of documents prepared pursuant to this Agreement.

22. Damage at Site.

(A) The City and the Company acknowledge that it may be necessary for the Company to disturb the site or materials thereon as necessary to perform sampling under this Agreement. The Company shall take reasonable steps as necessary to prevent injury to persons and damage to the site, including surface and subterranean structures and features, and shall take steps as may be reasonably necessary to restore the site for any disturbances resulting from the Company's actions.

(B) Prior to conducting the Services, the Company shall confirm plans for access times with the City and verify on its own that all contemplated actions are in keeping with Applicable Laws.

(C) It is agreed the Company has a duty to contact a utility locator service prior to the Company's undertaking any site work.

23. Sample Handling and Retention.

The Company shall retain samples and other tests samples and specimens (including the residue therefrom) properly packaged and preserved, as applicable, for thirty (30) days after submission of the Company's final report. After such thirty (30) day period and upon written request of the City, the Company shall retain specimens and samples for such period of time as the City may request. The City shall pay the Company for reasonable storage fees for any samples retained after such thirty (30) day period. The Company shall handle, store, and dispose of samples and specimens in accordance with Applicable Laws. The Company shall be responsible for proper disposal of all samples in accordance with Applicable Laws.

24. Spread of Contamination.

The Company shall take reasonable precautions as necessary to avoid contamination of surface or subsurface areas resulting from sampling or other operations of the Company at the site and to avoid spreading any hazardous or other materials regulated under Applicable Laws.

25. **Failure to encounter contamination.**

The Company shall conduct sampling and other Services under this Agreement in a manner reasonably calculated to discover the presence, if any, of hazardous wastes or other regulated substances and other pollutants. If the Company determines during sampling that additional sampling is reasonably necessary to determine the presence of such substances and pollutants, the Company shall promptly notify the City. However, any increased in the scope of work and/or costs must be approved in writing by the City in keeping with this Agreement.

26. **Unforeseen occurrences.**

If, during the performance of the Services under this Agreement, unforeseen hazardous or other regulated substances or constituents or other conditions or occurrences which were not reasonably anticipated are encountered which, in the Company's reasonable judgment, significantly affect or may affect the performance of Services, the risk involved in providing Services, or the recommended scope of Services, the Company shall immediately notify the City.

27. **Manifests/Certificates of Disposal.**

The Company shall provide copies of any Manifest(s), as may be required under Applicable Laws, or any other documentation, including Certificates of Disposal for a disposal facility, which confirm the receipt of any waste or other materials by the licensed transported and treatment and disposal facility, identified by the Company as capable of accepting the waste or other materials and properly disposing of same in accordance with all Applicable Laws. The Certificates of Disposal shall release and relieve the City of any and all liability associated with the transportation and disposal of the waste or other materials under this Agreement pursuant to Applicable Laws.

28. **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.

29. **Entire Agreement.**

This contract contains the entire agreement of the parties.

30. 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

Company:

By: _____

Attachment A
Scope of Services

SCOPE OF SERVICES

The scope of services to be provided under the Environmental Science and Engineering Services continuing contract are listed below, but are not limited to:

- (1) Phase I Environmental Assessment Reports
- (2) Phase II Environmental Assessment Reports
- (3) Soil, Surface Water and Groundwater Testing
- (4) Agency Interaction and Preparation of Documents under Chapter 62-780, F.A.C. Contaminated Site Cleanup Criteria and Related Regulations and Guidance
- (5) Agency Interactions and Preparation of Documents Concerning Underground and Above Ground Tanks and the Florida Petroleum Restoration Program
- (6) Hillsborough County Environmental Protection Commission Interactions and Reports including EPC Chapter 1-7 Waste Management and Chapter 1-11 Wetlands
- (7) Wetland Delineation Surveys, Permits and Enforcement Defense under federal, FDEP, SWFWMD and HCEPC Rules
- (8) EPA Brownfield Grant Preparation
- (9) Asbestos Surveys
- (10) Other related environmental and health and safety projects

Attachment B
Reimbursable Cost Schedule

Attachment C
Fee Proposal

Attachment D
Certificate of Insurance

Attachment F
Acknowledgement of Company, if a Corporation

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ of _____, 200____,
by _____
(Name of officer or agent, title of officer or agent)
of _____ a _____ corporation,
(Name of corporation acknowledging) (State or place of incorporation)

on behalf of the corporation. He/she personally appeared before me at the time of notarization,
and is personally known to me or has produced (Type of identification) _____
_____ as identification.

(Name of Notary typed, printed or stamped)

Acknowledgement of Company, if a Partnership

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this
_____ by _____
(Date) (Name acknowledging agent or partner)

partner (or agent) on behalf of _____, a
partnership. He/she personally appeared before me at the time of notarization, and is known to
me or has produced (Type of identification) _____ as identification.

(Name of Notary typed, printed or stamped)

Attachment G
Work Order Form

Work Order

Company's Name:	
Agreement Date	
Work Order No. Modification No.	
Project Name	
Project Description	
Project Exhibits and Attachments	Exhibit "A" - Scope of Work Exhibit "B" - Fee Schedule
Duration (in cal. days)	
Compensation (Total Cost Not to Exceed)	
Special Contract Conditions	Subject to the terms and conditions of the Agreement for Environmental Sciences and Engineering Services approved by the City Commission
Insurance Requirements	On file.
Budget Source/Availability	UOD FY _____ Budget

The parties agree that this Work Order incorporates the terms and conditions of the Agreement for Environmental Sciences and Engineering Services between the City and Company dated _____, 20____.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order on this _____ day of _____, 20____.

Attest:

CITY OF PLANT CITY, a Florida Municipal Corporation

By: _____
Kerri J. Miller
City Clerk

By: _____
Mike Herr
City Manager

Diane Reichard
Chief Financial Officer

Approved as to form and correctness

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

Kenneth W. Buchman
City Attorney

Michael A. Schenk, P.E.
City Engineer

Date: _____

Company

Attest:

Company / FIRM NAME

Authorized Corporate Officer

Corporate Secretary

[Printed Name and Title]

SEAL

Date: _____

Date: _____