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. : RFQ 16-014EN-MS

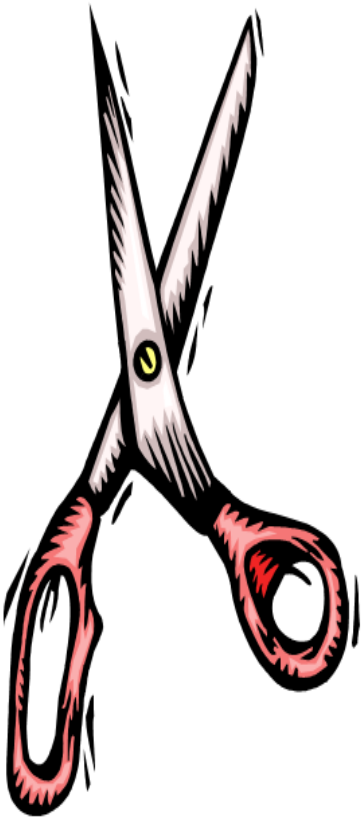
BID TITLE: Storm Water Engineering Services

DUE DATE/TIME: Sept 1, 2016 Prior to 2:00 PM

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

RFQ NO. 16-034EN-MS
Stormwater 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. 16-034EN-MS
Stormwater Engineering Services

Table of Contents

Summary Page

Section 1.....Submittal Delivery

Section 2.....Submittal Contents

Section 3.....Company Responsibilities

Section 4.....City Rights & Procedures

Section 5.....General Conditions

Section 6.....Scope of Services

Section 7..... Forms
Company Information
Sworn Statement

Attachment:
Draft Contract

CITY OF PLANT CITY
PLANT CITY, FLORIDA

RFQ NO. 16-034EN-MS
Stormwater 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 Stormwater 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 16-034EN-MS Stormwater 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.

Section 2 - Submittal Contents

2.1 Forms. Submittals shall be made as described and required herein. Required forms shall be signed by the company owner or other legally authorized individual.

2.2 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 worker's compensation certificate.

2.3 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.

2.4 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 herein.

2.5 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 3 – Company Responsibilities

3.1 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.

3.2 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.

3.3 Certification. Submittals shall be deemed as Proposer's certification that they have fully considered all factors associated with this RFQ, including any addenda.

3.4 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 4 – City Rights and Procedures

4.1 Authorized Representative. The City Manager (or designee) is the City's authorized representative on this project.

4.2 Proposal Evaluation. City will assemble a committee to evaluate proposals, which may include the hiring of consultants to assist with the evaluation of proposals.

4.3 Evaluation Criteria. The evaluation criteria is 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**

4.3 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.

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

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

4.7 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 5 – Genereal Conditions

5.1 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.

5.2 RFQ Interpretations. The City has the right to define and interpret RFQ terms, specifications, and conditions.

5.3 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.

5.4 Term. The term of the contract(s) developed from this Request for Qualification Statements will be for a period of one (1) year with three (3) optional one (1) year renewal periods.

5.5 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".

5.6 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.

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 Consultant.

5.8 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.

5.9 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.

5.10 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 6 – Scope of Services

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

Stormwater System Design and Permitting
Preparation of Grant Applications
Project Management with Federal, State and Local Grants
Watershed and Basin Modeling
Stormwater Drainage/Maintenance
Surveys
Geotechnical Investigations
Project Management
Construction Engineering & Inspection (CEI) Services

RESPONSE FORMAT CRITERIA:

Responses must be sealed and marked with the name of the Respondent, and the title **"RFQ NO. 16-034EN-MS STORMWATER 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 Transportation 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 Transportation pre-qualifications.

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.

C. STAFF TRAINING AND EXPERIENCE (MAXIMUM 15 POINTS)

a) Indicate the Stormwater 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 Stormwater 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 7 - 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 Stormwater 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
ENGINEERING SERVICES

This AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the City of Plant City, a municipal corporation under the laws of the State of Florida, hereinafter referred to as "CITY", and _____ _____, duly authorized to conduct business in the State of Florida and whose business address is _____ _____ hereinafter referred to as "ENGINEER". In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1.0 **Definitions; Representations and Warranties**.

1.1 **Definitions.** The following words and expressions shall, wherever they appear in the AGREEMENT be construed as follows:

(A) "Agreement" means this written agreement between CITY and ENGINEER 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: Salary Classification and Ranges
Attachment D - Certificate of Insurance
Attachment E - Truth In Negotiation Certificate Form
Attachment F - Acknowledgement of Engineer, Corporation/ Partnership Form
Attachment G - Work Order Form

(B) "Change Order" is a modification of this Agreement.

(C) "City Attorney" means the City Attorney of the City of Plant City.

(D) "City Engineer" means the City Engineer of the City of Plant City, or such other person designated in writing by the City Manager.

(E) "City Finance Director" means the Finance Director 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) "Deliverable" means a work product or collection of work products as required by each Work Order.

(H) "Design for Construction" means the complete and final design and construction documents provided by ENGINEER pursuant to the contract between CITY and ENGINEER and shall include the plans, specifications, and all changes and modifications thereto, prepared by or on behalf of ENGINEER for use in constructing the Project, performing the Work, and rendering the Project fully operational.

(I) "Project" means the Work described within the Work Order.

(J) "Subtasks" means a division of Tasks into measurable components.

(K) "Task" is a major component of the Work which by its accomplishment allows the Work to proceed to its next component, phase, or to completion.

(L) "Work" or "Scope of Work", the services provided by ENGINEER in accordance with Work Orders and Attachments.

(M) "Work Order" means a written authorization for ENGINEER to proceed with the Project described therein.

1.2 **Representations and Warranties of ENGINEER.**

By executing this Agreement, ENGINEER makes the following express representations and warranties to CITY:

(A) ENGINEER is professionally qualified to act as an engineer for the Scope of Work described in Attachment A and is licensed to practice engineering by all public entities having jurisdiction over ENGINEER's services;

(B) ENGINEER shall maintain all necessary licenses, permits or other authorizations necessary to act as an engineer for the Work until ENGINEER's duties hereunder have been fully satisfied;

(C) Upon execution of the Work Order, ENGINEER shall immediately become familiar with the Project site, City's criteria, and the local conditions, under which the Project is to be designed, constructed, and operated;

(D) ENGINEER shall prepare all documents and things required by this Agreement including, but not limited to, all reports, contract plans and specifications, in such a manner that they shall be accurate, coordinated and adequate for its purposes and shall be in conformity and comply with all applicable laws, codes and regulations;

(E) ENGINEER shall assign only qualified personnel to perform any service and ENGINEER assumes full responsibility to CITY for the improper acts and

omissions of its consultants or others employed or retained by ENGINEER in connection with the Work under this Agreement;

(F) ENGINEER shall comply with all federal, state and local laws, rules and regulations applicable to the performance of this Agreement and all work performed by ENGINEER shall be in compliance with all applicable local, state and federal laws, rules and regulations;

(G) Since CITY has entrusted this work to ENGINEER, ENGINEER shall use its professional expertise to protect the interests of CITY at all times with regard to its performance under this Agreement. ENGINEER shall assume towards CITY a professional relationship of trust, confidence and fair dealing. The quality of ENGINEER's work shall be consistent with the requirements stated herein and with prevailing industry standards. ENGINEER shall insure that its fees charged for this work are fair, reasonable, and consistent with fees charged locally for similar work; and

(H) Upon execution of the Work Order, ENGINEER represents that ENGINEER will have no internal scheduling conflict based on the available documents, time tables, construction projections and that ENGINEER will avoid any internal scheduling conflict in the future.

2.0 Term of Agreement.

ENGINEER shall provide to CITY 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 the ENGINEER 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.

3.0 No Minimum amount of Work.

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

4.0 Scope of Services.

CITY has retained ENGINEER to provide engineering services for work described in Attachment A, Scope of Services and for specific Project(s) as to be described in future Work Order(s). The form of the Work Order shall be as attached hereto as Attachment G.

5.0 Proposal Request; Work Order.

5.1. When CITY has determined that it wishes to have ENGINEER provide services, the City Engineer shall provide ENGINEER with a proposal request, identifying the services to be performed, the time allowed to complete such services and requesting ENGINEER to submit a fee proposal for such proposed services. City Engineer may request that ENGINEER provide a bar chart schedule along with the fee proposal. ENGINEER shall provide a fee proposal for the proposed services in a timely fashion, but in no event shall ENGINEER require more than five (5) days within which to submit its price on the proposed services, unless a longer period of time is permitted by the City Engineer. Such fee proposal may be in a not to exceed, lump sum or any other, format specified by City Engineer.

5.2 Once CITY and ENGINEER agree on the compensation to be paid for the proposed services, the City Manager shall issue a Work Order, in writing, stating the scope of work, deliverables, the required completion date and the agreed upon compensation and reimbursable costs to be paid for such services. Upon receipt of the Work Order signed by the City Manager, ENGINEER shall immediately begin performance of services authorized by the Work Order. No Work Order shall be issued after the time period stated in Paragraph 2.0 herein. However, any Work Order issued prior to such time and in accordance with the procedures as outlined above, may be completed and paid for after such time period.

5.3 A Work Order may be revised as to scope of work, time required for completion and/or compensation to be paid, if approved by the City Manager and ENGINEER in writing.

6.0 Reports and Reviews.

6.1 City Engineer may at any time require ENGINEER to report in writing in a format approved by the City Manager, on the status and overall progress of the Project with a projection as to whether deliverables will be on time and within budget. In addition, the City Engineer may require ENGINEER to provide an overall percentage of completion estimate; if behind in the schedule, a proposed recovery plan; list of problems and anticipated problems; corrective action planned or needed; outline of proposed activities during the coming reporting period; and any other reasonable information covering ENGINEER'S performance hereunder.

6.2 City Engineer will monitor ENGINEER's work product for compliance with project standards and criteria, and may make comments and recommendations to ENGINEER regarding the Project. However, any such monitoring or comments and recommendations by the City Engineer, or absence thereof, shall not relieve ENGINEER of any of its obligations under this Agreement. Any comments or recommendations to ENGINEER by City Engineer, if adopted and followed by ENGINEER, in whole or in part, shall be used at the risk and responsibility of ENGINEER; and CITY shall assume no liability therefore. ENGINEER retains sole authority and responsibility for the adequacy and accuracy of its professional services, in accordance with generally accepted engineering practices. ENGINEER's

work shall be in compliance with Attachment A, Scope of Services, each Work Order and Scope of Work.

4.3 ENGINEER'S performance under this Agreement shall be reviewed by City Engineer. The review will result in a performance rating of ENGINEER which will be used in ranking ENGINEER during the selection process for other CITY work. Demonstrated poor performance under this Agreement may result in ENGINEER's inability to obtain future work with CITY.

7.0 **Timeliness of Performance.**

7.1 ENGINEER acknowledges that time is of the essence with respect to its performance under this Agreement. Should ENGINEER be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of ENGINEER, 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 ENGINEER shall notify City Engineer in writing within ten (10) calendar days after commencement of such delay, stating the cause or causes thereof, or may be deemed to have waived any right which ENGINEER may have had to request an extension to the time specified in the Work Order.

7.2 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of ENGINEER'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 ENGINEER of its duty to perform or give rise to any right to damages or additional compensation from CITY. ENGINEER'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.

8.0 **ENGINEER's Personnel.**

9.1 The ENGINEER shall assign only qualified personnel to perform any service concerning any project described in Attachment A. ENGINEER shall maintain an adequate and competent staff of professional engineers licensed within the State of Florida.

9.2 ENGINEER's use of subcontractors for any work shall not relieve ENGINEER of any responsibility for, or liability in connection with fulfillment of its obligations under this Agreement.

9.0 **Preliminary Consultation, Examination and Report.**

Prior to the preparation of a Preliminary Design as required by Work Order, ENGINEER shall first consult in detail with CITY, and shall carefully examine any information provided by CITY concerning CITY's purposes, concepts, desires and requirements (the "CITY's criteria"), including but not limited to, any design, construction, scheduling, budgetary or operational Project needs, restrictions or requirements. Following such examination, ENGINEER shall prepare and submit to CITY a written report detailing ENGINEER's understanding of CITY's criteria and identifying any design, construction, scheduling, budgetary, operational, or other problems or recommendations which may result from CITY's criteria. The written report of ENGINEER shall also include proposed solutions, if appropriate; addressing each of such identified problems.

10.0 **Preliminary Design and Price Estimate.**

After reviewing with CITY the written report required by Paragraph 9.0 above, agreeing upon any proposed solutions to identified problems resulting from CITY's Criteria, the ENGINEER shall draft and submit to CITY a Preliminary Design for the Project. The Preliminary Design shall be consistent with CITY's Criteria, as, and if, modified, and shall include the following:

(A) Preliminary plans which depict as appropriate each of the basic aspects of the Project including, but not necessarily limited to, the size, location and dimensions of the facilities;

(B) Written preliminary specifications, together with preliminary plans, if and as necessary or useful to CITY, of the engineering systems to be incorporated in the Project;

(C) A written description of the equipment and materials to be specified for the Project and the location of same; and

(D) Any other documents or things necessary or appropriate to describe and depict the Preliminary Design and the conformity of same with CITY's Criteria (as, and if, modified as set forth above) for the Project.

Upon completion of the Preliminary Design, ENGINEER shall submit to CITY in writing, its estimate of the Contractor's anticipated price for constructing the Project in accordance with the Preliminary Design.

11.0 **Design for Construction.**

Upon written direction from CITY, after reviewing with CITY the Preliminary Design required by Work Order and after incorporating any changes or alterations authorized or directed by CITY with respect to the Preliminary Design or with respect to CITY's Criteria, as, and if, modified, ENGINEER shall draft and submit to CITY the Design for Construction, as per the schedule set forth in the Work Order governing the Work. The Design for Construction shall include, but shall not necessarily be limited to, plans and specifications

which describe with specificity all systems, elements, details, components, materials, equipment, and other information necessary for construction. The Design for Construction shall be accurate, coordinated and in all respects adequate for construction and shall be in conformity, and comply, with all applicable law, codes and regulations. Products, equipment and materials specified for use shall be readily available unless written authorization to the contrary is given by CITY. In preparing the Design for Construction, ENGINEER shall retain an experienced, qualified geotechnical consultant to evaluate all geotechnical considerations relating to the design and construction of the Project. ENGINEER shall be responsible for designing the Project in accordance with the analyses and recommendations of its geotechnical consultant; or based on a geotechnical report prepared by a geotechnical consultant for CITY.

12.0 **Final Price Estimate**.

Contemporaneously with the submission of the Design for Construction, ENGINEER shall submit to CITY in writing its final estimate of the contractor's anticipated price for constructing the Project. Once submitted, the final anticipated price estimate shall not be increased or decreased by ENGINEER unless the Design for Construction is changed upon authorization by CITY. In such event the final anticipated price estimate shall be adjusted by ENGINEER to reflect any increase or decrease in anticipated price resulting from the change in Design for Construction.

13.0 **Maximum Price.**

Prior to directing ENGINEER to proceed with preparation of the Design for Construction, CITY may establish and communicate to ENGINEER a maximum amount for payment to the Contractor as the Contract Price for constructing the Project (the "Maximum Price"). In the event ENGINEER's final anticipated price estimate exceeds the Maximum Price, or in the event the lowest bid or negotiated proposal from a qualified contractor exceeds the Maximum Price, CITY may require ENGINEER, at no cost to CITY, to consult with CITY and to revise the Design for Construction so as to obtain a bid or proposal at or below the Maximum Price. Absent clear and convincing evidence of gross negligence of ENGINEER in making its final anticipated price estimate or in designing the Project without regard to the Maximum Price, providing such revisions shall fulfill ENGINEER's liability to CITY in connection with the Maximum Price.

14.0 **Duties, Obligations and Responsibilities during Construction.**

During construction of the Project, and at all times relevant thereto, ENGINEER shall have and perform the following duties, obligations, and responsibilities:

(A) In addition to its duties, obligations and responsibilities set forth in the following subparagraphs of this Paragraph, ENGINEER shall have and perform those duties, obligations and responsibilities set forth in any Construction contract between CITY and Contractor. In such event, the

Construction contract will be incorporated in the Work Order and into this agreement and included in Attachment A.

(B) ENGINEER shall, as contemplated herein and in the Construction Contract, but not otherwise, act on behalf, and be the agent, of CITY throughout construction of the Project; provided, however, any review by the ENGINEER regarding payment(s) to Contractor shall be preliminary and subject to the review and approval by CITY. Subject to the review and approval of the City Engineer, ENGINEER is authorized to give instructions, directions, and other appropriate communications from CITY to the Contractor. ENGINEER shall not have the authority to modify the terms of the Construction Contract;

(C) Upon receipt, ENGINEER shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which CITY or ENGINEER may require from the Contractor. The purpose of such review and examination shall be to protect CITY from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless CITY directs ENGINEER to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, ENGINEER shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. ENGINEER shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by CITY;

(D) ENGINEER shall carefully inspect the work of the Contractor whenever and wherever necessary, and shall, at a minimum, inspect work at the Project site no less frequently than as specified in the Work Order. The purpose of such inspections shall be to determine the quality and quantity of the work in comparison with the requirements of the Construction Contract. In making such inspections, ENGINEER shall protect CITY from continuing deficient or defective work, from continuing unexcused delays in the schedule and from overpayment to the Contractor. Following each inspection ENGINEER shall submit a written report of such inspection, together with any appropriate comments or recommendations, to CITY;

(E) ENGINEER shall initially approve periodic and final payments owed to the Contractor under the Construction Contract predicated upon inspections of the work as required in Subparagraph (D) hereinabove and evaluations of

the Contractor's rate of progress in light of the remaining Contract Time and shall issue to CITY Approvals of Payment in such amounts. By issuing an Approval of Payment to CITY, ENGINEER reliably informs CITY that ENGINEER has made the inspection of the work required by Subparagraph (D) above, and that the work for which payment is approved has reached the quantities or percentages of completion shown, or both, that the quality of the Contractor's work meets or exceeds the requirements of the Construction Contract, and that under the terms and conditions of the Construction Contract, CITY is obligated to make payment to the Contractor of the amount approved;

(F) ENGINEER shall promptly provide appropriate interpretations as necessary for the proper execution of the contractor's work;

(G) ENGINEER shall reject in writing any work of the Contractor which is not in compliance with the Construction Contract unless directed by CITY, in writing, not to do so;

(H) ENGINEER shall require inspection or reinspection and testing or retesting of the work in accordance with the provisions of the Construction Contract whenever appropriate;

(I) ENGINEER shall receive and promptly examine, study, and approve, or otherwise respond to, the Contractor's shop drawings and other submittals. Approval by ENGINEER of the Contractor's submittal shall constitute ENGINEER's representation to CITY that such submittal is in conformance with the Construction Contract;

(J) ENGINEER shall receive and promptly examine and advise CITY concerning requests for change orders from the Contractor. Upon request by CITY, ENGINEER shall draft Change Orders, whether initiated by CITY, or by the Contractor and approved by CITY, in accordance with the Construction Contract;

(K) Based upon inspections of the Project, ENGINEER shall certify in writing to CITY the fact that, and the date upon which, the Contractor has achieved Substantial Completion of the Project and the date upon which the Contractor has achieved Final Completion of the Project;

(L) ENGINEER shall transmit to CITY all manuals, operating instructions, as-built plans, warranties, guarantees and other documents and things required by the Construction Contract and submitted by the Contractor;

(M) ENGINEER shall testify in any judicial proceeding concerning the design and construction of the Project when requested in writing by CITY, and ENGINEER shall make available to CITY any personnel or consultants

employed or retained by ENGINEER for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or legal actions relating to, or arising out of, the design or construction of the Project. The fees to be paid for such services shall be based on time spent charged at the rates stated in Attachment C, or if Attachment C is no longer effective, at the rates agreed upon by CITY and ENGINEER;

(N) ENGINEER shall review any as-built drawings furnished by the Contractor and shall certify to CITY that same are adequate and complete; and

(O) ENGINEER shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of ENGINEER or its consultants, or both.

15.0 **Ownership of Documents.**

15.1 All documents, including the Preliminary Design and the Design for Construction shall become and be the sole property of CITY. ENGINEER may maintain copies thereof for its records and for its future professional endeavors.

15.2 Neither the Preliminary Design nor the Design for Construction is intended by ENGINEER for use on other projects by CITY or others. Any reuse by CITY or by third parties without the written approval of ENGINEER, shall be at the sole risk of CITY.

16.0 **Compensation and Payment.**

16.1 ENGINEER shall invoice CITY by tasks and subtasks per the approved fee proposal or other format acceptable to the City Manager. ENGINEER shall not exceed the amount for any task without the written approval of the City Manager. If ENGINEER determines that the work cannot be completed without exceeding the amount for any task, ENGINEER shall submit, prior to proceeding with such task, a revised fee proposal along with a written explanation. A lack of budget or schedule control on the part of ENGINEER will not be considered a basis for revising the fee proposal. Failure to notify City Manager in advance of proposed increase may result in rejection of invoice.

16.2 CITY and ENGINEER agree to the following additional provisions regarding the compensation and payment:

(A) **Personnel Cost.**

1. The Schedule of salary classifications and ranges for engineering services which appears as an attachment titled Attachment C identifies the classification of ENGINEER'S personnel who will generate billings against this Agreement. As compensation for

services, provided under Work Orders, ENGINEER will be reimbursed for actual salary costs plus a percentage for overhead and profit of professional, technical, and supporting personnel for the time during which they are directly employed in work covered by this Agreement, in accordance with the "Salary Classification and Ranges" included in Attachment C. The rates contained on Attachment C include the percentage for overhead and profit and all other expenses.

2. ENGINEER will be compensated based on actual billing rate of employee performing work. The rate shall not exceed the billing rate for the job classification contained on Attachment C.

3. ENGINEER shall work the hours required to meet the schedule. Overtime which results in premium payments and which is necessary to meet the schedule shall be shown in fee proposals. Billings which show premium overtime that is not consistent with the proposal will not be paid unless it is required because of delays by CITY, and then only with prior written approval from City Engineer. If overtime is so approved, ENGINEER shall indicate overtime separately on subsequent billings.

4. CITY may require special disciplines (personnel classifications) that are not listed in Attachment C, attached hereto and made a part hereof. In that event, ENGINEER shall submit personnel classifications and salary information to City Engineer for approval. Written approval by City Engineer must be given prior to start of Work.

(B) **Reimbursable Costs.** All reimbursable costs shall be specifically listed and described in Attachment B.

(C) **Payments.**

1. Invoices for actual work performed and costs incurred shall be submitted monthly to City Engineer. Invoices shall be supported by labor tabulations listing hours charged by each individual by task and subtask (time sheets may be required if deemed necessary), and all required support and documentation for reimbursable costs as specified in subsection (b) above. Invoices shall be in a form acceptable to the City Manager and must be in sufficient detail to allow CITY to determine invoice validity.

2. Additional documentation shall be furnished to City Engineer, as required.

3. Invoices that are determined to be proper by the City Engineer will be processed and submitted to the City Finance Director within 15 days of receipt.

4. In any case in which an improper invoice is submitted by ENGINEER, the City Engineer shall, within twenty (20) days after the improper invoice is received by it, notify ENGINEER that the invoice is improper and indicate what corrective action on the part of ENGINEER is needed to make the invoice proper.

5. Neither the 15-day review time nor the time associated with returning an improper invoice shall be included in the 45-day period discussed below.

6. As established by Part VII, Chapter 218, Florida Statutes, payment shall be made within 45 days after the date a proper invoice is presented for payment to the City Finance Director. If payment is not made within the time specified by law, interest will be paid to ENGINEER in accordance with Part VII, Chapter 218, Florida Statutes.

7. Invoice amounts may be reduced when the deliverables submitted at the milestones do not meet the criteria or the submittal is incomplete. When this occurs, CITY may reduce the invoice amount by the amount that the work is incomplete or inadequate; or require that the submittal be brought up to an acceptable standard prior to payment.

8. Any amounts paid to ENGINEER hereunder shall be adjusted to exclude any significant sums by which CITY determines that such amounts were increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

16.3 Should ENGINEER fail to commence, provide, perform or complete any of the services it is to provide hereunder in a timely and diligent manner, in addition to any other rights or remedies available to CITY hereunder, City Finance Director at his sole discretion and option may withhold any and all payments due and owing to ENGINEER until such time as ENGINEER resumes performance of its obligations hereunder in such a manner so as to establish to City Engineer’s satisfaction that ENGINEER's performance is or will shortly be back on schedule. In the event ENGINEER believes payments have been withheld unjustly, ENGINEER may appeal City Engineer’s decision to withhold payments to the City Manager. The City Manager will then decide if there is adequate justification for withholding payments.

16.4 If at any time CITY has received notice of a claim, suit, demand, damage, loss or expense for which, if established, CITY might become liable, and which is chargeable to ENGINEER, or if ENGINEER shall incur any liability to CITY, or CITY shall have any claim or demand against ENGINEER, whether reduced to judgment or award or not, of any kind or for any reason, related to or arising out of this Agreement, CITY shall have the right to retain out of any payment due, or which may become due, under this Agreement, any amounts sufficient to indemnify CITY against such claim, and/or to compensate CITY for and fully satisfy such liability, claim or demand, and charge or deduct all costs of defense, or collection with respect thereto, including reasonable attorneys' fees. Should any claim develop after all payments are made, ENGINEER shall refund to CITY all monies that CITY may be compelled to pay in discharging such claims incurred, and in collecting said monies from ENGINEER.

17.0 **Meetings.**

17.1 ENGINEER agrees to attend regularly scheduled and special meetings of the City Commission at the request of City Manager.

17.2 Either City Manager or ENGINEER may request and be granted a meeting with the other party.

18.0 **Duties, Obligations and Responsibilities of CITY.**

18.1 CITY shall have and perform the following duties, obligations and responsibilities to ENGINEER:

(A) CITY shall provide ENGINEER with CITY's criteria.

(B) CITY shall review any documents provided by or through ENGINEER requiring CITY's decision, and shall make any required decisions.

(C) CITY shall, at its own expense, furnish a legal description and any necessary survey of the real property upon which the Project is situated;

(D) As may be mandated by law or called for by the Construction Contract, CITY shall, at its own expense, provided for all required testing, inspections (except for those inspections expressly required of ENGINEER), filings, studies or reports;

(E) In the event that CITY learns of any failure to comply with the Construction Contract by the Contractor, or of any errors, omissions or inconsistencies in the work project of ENGINEER, and in the further event that ENGINEER does not have notice of same, CITY shall inform ENGINEER;

(F) CITY shall afford ENGINEER access to the Project site and to the Work as may be reasonably necessary for ENGINEER to properly perform its services under this Contract; and

(G) CITY shall perform its duties set for in this paragraph in a timely manner.

18.2 Except for documents requiring CITY's decision as set forth in subparagraph 18.1 (B) above, CITY's review of any documents prepared by ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with CITY's criteria, as and if, modified. No review of such documents shall relieve ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

19.0 **Disputes.**

In the event of a dispute, the City Manager shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, including, but not limited to questions, difficulties and disputes relating to the prosecution and fulfillment of the services hereunder, and the character, quality, amount, and value thereof.

20.0 **Change Orders; Modification of Agreements.**

20.1 Before undertaking any additions, deletions, changes or revisions to any Work Order authorized under this Agreement, the parties shall enter into a written change order covering such additions, deletions, changes or revisions and the amount of compensation to be paid therefore. Reference herein to this Agreement shall be considered to include any modification thereto. The term change order(s), as used in this Paragraph shall also refer to modification agreement(s).

20.2 Because time is of the essence regarding this Agreement and in order to achieve the public purpose of this Agreement as initially determined by CITY, City Engineer is hereby authorized by CITY to <u>negotiate</u> change orders to this Agreement in accordance with the following criteria, subject to final approval of the City Manager or (when subparagraph (c) below is applicable) the City Commission:

(A) Any increased costs must be within the budgeted funds or are otherwise proper expenditures.

(B) If the amount of any increased cost to be paid by CITY is equal to or less than $50,000.00 and does not exceed 10% of the original Work Order, the Change Order will require approval by the City Manager.

(C) If the amount of any increased costs is greater than $50,000.00, or exceeds 10% of the original Work Order, approval of the Change Order will require approval by the City Commission.

(D) The proposed change orders shall include the amount of the change, any agreed time extension, a description of the change, the reason for the change, including any certifications required, and the change order itself properly executed by ENGINEER and CITY. Upon approval, CITY shall file the executed change order amendment with the Clerk for CITY for inclusion with the original Agreement. This provision shall govern over any other conflicting provisions in this Agreement.

20.3 In order to achieve timely execution of changes that meet the criteria, ENGINEER shall fulfill the following requirements within the specified time limits:

(A) Upon agreement as to scope, compensation and time for the change in work by ENGINEER and City Manager, ENGINEER shall arrange for the original change order to this Agreement and required documentation to be executed by a duly authorized representative of ENGINEER and returned to City Manager within five (5) working days.

(B) ENGINEER shall assist City Manager in preparing other documentation as required to fully execute the change order.

(C) ENGINEER shall be authorized to proceed with changes upon receipt of the change order duly executed by CITY pursuant to Sections 20.2 through 20.3 (B).

20.4 ENGINEER may be deemed to have waived any right or claim it might otherwise have had for either additional compensation or an extension to the Agreement time for any additional services rendered by ENGINEER, where such additional services were performed by ENGINEER without a fully approved and executed change order in accordance with the provisions of Paragraph 20.

21.0 **Termination.**

21.1 In the event ENGINEER 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 ENGINEER, and if ENGINEER fails within a period of ten (10) calendar days thereafter to correct such failure, CITY may terminate this Agreement upon written notice to ENGINEER. Upon such termination, ENGINEER shall immediately cease its performance of this Agreement and shall deliver to CITY all completed or partially completed work.

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

21.3 **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 ENGINEER by U.S. Certified Mail, return receipt requested. Upon receipt of such notice, ENGINEER shall immediately cease work on that portion of the work so terminated. In the event of such termination for convenience, CITY shall pay ENGINEER for all services rendered prior to termination, plus any expenses incurred and unpaid which would otherwise be payable hereunder. In such event, ENGINEER shall promptly submit to CITY its invoice for final payment which invoice shall comply with the requirements of this Agreement.

21.4 Upon termination, ENGINEER 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 ENGINEER fails to deliver the referenced work and materials to CITY within the specified time, ENGINEER expressly consents to the entry of an order in any court having jurisdiction authorizing CITY to enter ENGINEER'S premises and take possession and remove such work and materials.

21.5 If, after notice of termination of this Agreement as provided for in Paragraph 21.1 above, it is determined for any reason that ENGINEER was not in default, or that its default was excusable, or that CITY was not otherwise entitled to the remedy against ENGINEER provided for in Paragraph 21.1, then the notice of termination given pursuant to Paragraph 21.1 shall be deemed to be the notice of termination for convenience provided for in Paragraph 21.3 and ENGINEER's remedies against CITY shall be the same as and limited to those afforded ENGINEER under Paragraph 21.3. Should CITY find it necessary to terminate this Agreement for the reasons stated in Paragraph 21.1, the cost of termination and any additional costs incurred in completing or correcting ENGINEER's work shall be borne by ENGINEER. Should withheld payments be insufficient to cover said costs, ENGINEER shall immediately pay CITY, upon demand, an amount equal to such additional costs.

22.0 **Press Releases.**

ENGINEER agrees that it shall make no statements, press releases, or public releases concerning this Agreement or its subject matter or otherwise disclose or permit to be

disclosed any of the data or other information obtained, furnished, or developed in compliance with this Agreement or any particulars thereof, during the period of this Agreement, without first notifying CITY and securing its prior consent in writing.

23.0 **Inventions.**

ENGINEER agrees that it shall not publish, copyright, or patent any of the data furnished in compliance with this Agreement. It is mutually understood that such data, inventions, or discoveries are the exclusive property of CITY.

24.0 **Truth in Negotiation.**

ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for ENGINEER any fee, commission, percentage, gift, or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate this Agreement and, at its discretion, to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration. ENGINEER has executed a Truth in Negotiation Certificate, which is attached hereto as Attachment E.

25.0 **Final Reports and Specifications.**

ENGINEER shall sign, seal and date all final reports, plans, documents, surveys, maps, and legal descriptions prepared by ENGINEER per the requirements of all laws, rules and regulations of any governmental entity having authority over the work and deliver them to CITY upon completion of the Work Order. This does not relieve ENGINEER of its responsibility to make direct submission of documents to other agencies, as requested by the City Engineer.

26.0 **Records**

26.1 ENGINEER shall keep adequate records and supporting documentation applicable to the performance of Work under this Agreement, including, but not limited to, all payroll records, travel and expense records, invoices for subcontractor services and other costs. Adequate records and supporting documentation shall also include, but not be limited to a detailed accounting of all charges that relate to the Work Orders. Expenses and other direct costs shall be itemized and an explanation shall be furnished stating why the charge is applicable to the Work. Said records and documentation shall be retained by ENGINEER and made available to CITY for a minimum of <u>six (6) years</u> from the date of completion of the work or termination of this Agreement, whichever is later. City Engineer shall have the right to audit, inspect, and copy all such records and documentation as often as CITY deems necessary during the term of this Agreement and during the above-referenced six

(6) year period; provided, however, such activity shall be conducted only during normal business hours. After the expiration of the said six (6) year period, ENGINEER shall notify CITY in writing of its intent to dispose of records and supporting documentation prior to their disposal. If requested by CITY, ENGINEER shall retain records and supporting documentation until further notified.

26.2 **Public Records**.

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

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

26.3 During the period of time expressed by Paragraph 26.1, the City Engineer shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of ENGINEER as concerns the aforesaid records and documentation.

27.0 **Conflicts.**

CITY and ENGINEER agree that no work shall be assigned to ENGINEER which conflicts with or is duplicative of any work by ENGINEER or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation as ENGINEER.

28.0 **Civil Rights Act.**

28.1 During the performance of this Agreement, ENGINEER herein assures CITY that said ENGINEER is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992, in that said ENGINEER does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against the said ENGINEER'S employees or applicants for employment. ENGINEER understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, ENGINEER herein assures CITY that said ENGINEER will comply with Title VI of the Civil Rights Act of 1964 when a Federal Grant(s) is/are involved. Other applicable federal and state laws, executive orders, and regulations prohibiting the type of discrimination, as herein above delineated, are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

28.2 ENGINEER agrees to abide by the State and Federal provisions on Equal Opportunity, the same being incorporated herein by reference.

28.3 If State or Federal grant money is used to fund any portion of the services to be performed hereunder, this Agreement will be subject to the State and Federal regulations, the same being incorporated herein by reference.

29.0 **Insurance and Indemnification.**

29.1 During the life of this Agreement, ENGINEER shall provide, pay for, and maintain, with companies satisfactory to CITY, the types of insurance described herein. All insurance shall be from responsible companies with A.M. Best ratings of A- or better, Class VIII and approved to do business in the State of Florida. Promptly before written Notice of Award of this Agreement, the insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on forms which are to be furnished by CITY. The Certificates must be personally, manually signed by the Authorized Representative of the insurance company/companies shown on the Certificates with proof that he/she is an

authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to CITY if requested.

(A) The Certificates and Policies shall contain provisions that thirty (30) days prior written notice shall be given to City Manager and City Attorney of any cancellation, intent not to renew, or reduction in the policies' coverage, except in the application of the Aggregate Limits Provisions and ten (10) days written notice for nonpayment of premium. In the event of a reduction in the Aggregate Limit of any policy ENGINEER shall immediately take steps to have the Aggregate Limit reinstated to the full limit required herein.

(B) All insurance coverage of ENGINEER shall be primary to any insurance or self-insurance program carried by CITY applicable to this Agreement.

(C) The acceptance by CITY of any Certificate of Insurance or copy of any Policy for this Agreement evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by CITY that the insurance requirements have been met or that the insurance policies shown on the Certificate of Insurance are in compliance with the Agreement requirements.

(D) No work for CITY shall commence or occupancy of any of its property take place until the required Certificates of Insurance and copies of the Policies, if requested, are received by CITY and written Notice of Award is issued to ENGINEER by the City Manager. The Certificate of Insurance to be used shall be the Accord form and is attached as Attachment D.

(E) The insurance coverage and limits required of ENGINEER under this Agreement are designed to meet the minimum requirements of CITY. They are not designed as a recommended insurance program for ENGINEER. ENGINEER shall be responsible for the sufficiency of its own insurance program. Should ENGINEER have any questions concerning its exposures to loss under this Agreement or the insurance coverage needed therefore, it should seek professional assistance.

(F) All of the required insurance coverage must be issued as required by law and must be endorsed, where necessary, to comply with the minimum requirements contained herein. Thirty (30) days written notice must also be given to:

Finance Director
City of Plant City
302 W. Reynolds Street
Plant City, FL 33563

as to cancellation and intent not to renew of any policy and any change that will reduce the insurance coverage required in this Agreement except for the application of the Aggregate Limits Provisions. Ten days written notice must be given for non-payment of premium.

(G) Renewal Certificates of Insurance on CITY's form must be provided to CITY twenty (20) days prior to expiration of current coverage so that there shall be no interruption in the work due to lack of proof of insurance coverage required of ENGINEER in this Agreement. ENGINEER authorizes CITY to confirm all information furnished CITY, as to its compliance with its insurance requirements, with ENGINEER's insurance agents, brokers, and insurance carriers.

(H) Should at any time ENGINEER not maintain the insurance coverage required in this Agreement, CITY may either cancel or suspend this Agreement or, at its sole discretion, shall be authorized to purchase such coverage and charge ENGINEER for such coverage purchased. CITY shall be under no obligation to purchase such insurance nor shall CITY be responsible for the coverage purchased or the insurance company or companies used. The decision of CITY to purchase such insurance coverage shall in no way be construed as a waiver of its rights under this Agreement.

(I) **Insurance Required.** Before starting any work for CITY or occupancy of any of its property ENGINEER shall procure and maintain insurance of the types and to the limits specified in this Agreement. All liability insurance policies, other than the Worker's Compensation, Employers Liability Policy and Professional Liability Policy, obtained by ENGINEER to meet the requirements of this Agreement, shall name CITY as an additional insured as to the operations of ENGINEER under this Agreement and shall contain the "Severability of Interests" provision. The insurance coverage must cover all of ENGINEER's activities under this Agreement whether on CITY's property or not.

29.2 **Coverages.** The amounts and types of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office forms and endorsements or their equivalent. Notwithstanding the foregoing, the wording of all policies and endorsements shall be acceptable to CITY.

(A) If there is any conflict as to any coverage form to be used or limits to be provided in ENGINEER's current General Insurance program with CITY's insurance requirements CITY's Risk Management Director shall decide whether they meet with the intent of CITY's requirements or not. Judgment of CITY's Risk Management Director shall be final in this respect.

(B) ENGINEER shall maintain at all times during the term of the agreement, the following minimum levels of insurance and shall, without in any way

altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to CITY original Certificates of Insurance satisfactory to CITY to evidence such coverage before any work commences. "City of Plant City, a Florida Municipal Corporation" shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The policies shall contain a waiver of subrogation as against Plant City for workers compensation and general liability.

All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed $100,000 without the permission of CITY. CITY requires thirty (30) days written notice of cancellation and ten (10) days written notice of non-payment. In the event of any failure by the firm to comply with the provisions; CITY may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, CITY may purchase such insurance at the firm's expense, provided that CITY shall have no obligation to do so and if CITY shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations; Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insured's Clause.

(C) Comprehensive Automobile Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

(D) Professional Liability Insurance. $1,000,000 for design errors and omissions, exclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects is completed.

(E) CITY reserves the option to require a Project Professional Liability insurance policy for this project. If this option is exercised, CITY will pay the premium cost and receive reimbursement of any premium savings accruing to ENGINEER under its regular Professional Liability policy. If ENGINEER causes the policy to extend beyond the contract completion date resulting in any additional premium cost it shall be the responsibility of ENGINEER.

29.3 ***Indemnification.*** ENGINEER 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 ENGINEER and other persons employed or utilized by ENGINEER in the performance of this Agreement.

30.0 **Notices.**

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

ENGINEER:

_____
_____
_____

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.

31.0 **Transmittals in Writing.**

All instructions, directives, and information provided to and from ENGINEER and City Manager shall be transmitted in writing to the fullest extent possible.

32.0 **Singular and Plural Words.**

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular.

33.0 **Safety.**

ENGINEER agrees to comply with CITY's published safety standards while on the property of CITY. ENGINEER shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

34.0 **Guarantee Against Infringement.**

ENGINEER guarantees that all services provided under this agreement shall be free from claims of patent, copyright, and trade mark infringement. Notwithstanding any other provisions of this Agreement, ENGINEER shall indemnify, hold harmless, and defend CITY, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trade mark resulting from the use of any goods, services, or other items provided under this Agreement. Notwithstanding the foregoing, ENGINEER may elect to provide non-infringing services.

35.0 **Litigation; Attorney's Fees.**

35.1 ENGINEER and CITY stipulate that any litigation arising from or in connection with the performance or nonperformance of this Agreement shall be filed in Hillsborough County, State of Florida, and that Florida law shall be controlling.

35.2 In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorney's fees at trial or an appeal, in addition to all other sums provided by law.

36.0 **Sovereign immunity.**

Nothing contained in the Agreement shall be construed as a waiver of CITY's rights to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on CITY's potential liability under state or federal law.

37.0 **Prohibition against Contingent Fees.**

ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for ENGINEER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

38.0 **Public Entity Crimes Statement.**

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, ENGINEER 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, ENGINEER shall immediately notify CITY.

39.0 **No Third Party Beneficiaries.**

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

40.0 **Independent Contractor.**

ENGINEER shall remain an independent contractor and shall have no power (nor shall its Subcontractors, agents, or employees represent that ENGINEER has any power) to obligate CITY or to assume or to create any obligation upon CITY whether that obligation be expressed or implied.

41.0 **Successors and Assigns**.

Neither party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party. Subject to the provisions of the immediately preceding sentence, each party binds itself, its successors and assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

42.0 **Miscellaneous Provisions.**

42.1 No waiver, termination, rescission, discharge, assignment or cancellation, and no modification of this Agreement or of any terms thereof shall be binding on CITY unless in writing and approved by CITY and duly executed by the City Manager.

42.2 Waiver by either party of a breach of any provision of this Agreement or any terms thereof shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

42.3 No modification, waiver, termination, discharge, or cancellation of this Agreement or any terms thereof shall impair either party's rights with respect to any liabilities, whether or not liquidated, of ENGINEER or CITY theretofore accrued.

42.4 The duties and obligations imposed by this Agreement and the rights and remedies available hereunder, and, in particular, but without limitation, the warranty, guarantees, and obligations imposed upon ENGINEER and the rights and remedies available to CITY shall be in addition to and not limited to any otherwise imposed or available by law.

42.5 This Agreement does not empower ENGINEER to undertake any activity reserved to CITY.

43.0 **Entire Agreement.**

This Agreement constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements.

44.0 **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.

IN WITNESS WHEREOF, parties have caused this instrument, consisting of this Agreement and the attachments 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:

City of Plant City, a Florida Municipal Corporation

By: _____
Michael Herr
City Manager

ATTEST:

_____
Kerri J. Miller
City Clerk

Approved as form and correctness:

_____
Kenneth W. Buchman
City Attorney

ENGINEER:

_____

By: _____
TYPED NAME _____
TYPED Title _____

Attachment A
Scope of Services

Stormwater Engineering Services: The Work to be performed by ENGINEER shall consist of providing engineering services on a negotiated Work Order basis, to address storm water drainage system improvements. The Work may include the preparation of engineering reports, basin studies, surveying, geotechnical investigations, wetland surveys, permitting (state, local and federal), final design and construction documents, and construction phase services for the project. ENGINEER shall investigate and resolve reports of localized storm drainage problems and storm sewer system repair issues citywide. The Project location and Scope will be as established by each Work Order.

During the preliminary design phase of each Work Order, ENGINEER shall investigate, verify and define reported storm water drainage problems and storm sewer repair issues in the Project area; perform field visits to the Project area and vicinity; note the location and condition of any critical facilities, items, or features of potential impact to the Project; and perform appropriate hydrologic and hydraulic analysis of the existing system to properly quantify the drainage problem and develop the proposed recommended solution. Provide schematic design layout and preliminary construction cost estimate of the recommended action.

For the final design phase, ENGINEER shall prepare final construction documents for construction Work Order contracts for public bid. Generally, this phase shall include, but not be limited to, creation of design documents for construction, project manual, coordination of agency review and approval, and bidding action items.

For the construction phase, ENGINEER shall perform preconstruction action items, attend construction progress meetings, perform inspection services, and review and respond to submittals, requests for information, change orders, construction site reports, and record drawing submittal and provide certification of completion of construction.

Attachment B
Reimbursable Cost Schedule

Attachment C
Fee Proposal: Salary Classification and Ranges

Attachment D
Certificate of Insurance

Attachment E

TRUTH IN NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, (Name of Firm) _____, hereby certifies that wage rates and other factual unit costs supporting the costs for professional services for this Agreement are accurate, complete, and current at the time of contracting.

ENGINEER:_____

BY:_____

AUTHORIZED SIGNATURE

TITLE:_____

DATE:_____

Attachment F
Acknowledgement of ENGINEER, 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 ENGINEER, 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

Name of Engineering Firm:	
Agreement Dated	
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 Engineering Services approved by the City Commission
Insurance Requirements	
Budget Source/Availability	UOD FY _____ Budget

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

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

City

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: _____

Engineer

Attest:

_____
Engineer / FIRM NAME

_____
Authorized Corporate Officer

_____
Corporate Secretary

_____
[Printed Name and Title]

SEAL

Date:_____

Date:_____