

SUBMIT HARDCOPY DOCUMENTS TO:



**City of Arcadia
Office of the City Clerk
23 North Polk Avenue
Arcadia, Florida 34266**

CITY OF ARCADIA, Florida

NOTICE OF AVAILABILITY

REQUEST FOR QUALIFICATIONS

RELEASE DATE: MONDAY, SEPTEMBER 10, 2018

SOLICITATION #RFQ 2018-01

PROPOSAL NAME: 10TH AVENUE AND CYPRESS STREET SCOP ROAD IMPROVEMENT PROJECTS CEI SERVICES

SCOPE: The City of Arcadia requests that qualified firms and/or individuals for Construction Engineering and Inspection (CEI) Services on two FDOT Road Improvement Projects funded through Small County Outreach Program (SCOP): 440364-0-54-1 – 10th Avenue Improvements and 440365-1-54-01 – Cypress Street Improvements as indicated within the context of this Request for Qualification.

PUBLIC NOTICE OF AVAILABILITY:

- www.arcadia-fl.gov
- www.demandstar.com
- Purchasing Department, 23 N Polk Avenue, Arcadia, FL 34266
- Posted Margaret Way Building
 - Posted: Monday September 10, 2018
- Arcadian News Paper
 - Published: Thursday September 13, 2018

DUE DATE AND TIME FOR SUBMITTAL PACKAGE TO BE SUBMITTED:

TUESDAY, OCTOBER 9, 2018 at 2:00 P.M.

DEADLINE FOR INQUIRIES AND CLARIFICATIONS REQUESTS:

FRIDAY, SEPTEMBER 28, 2018 AT 12:00 P.M. All questions to the terms and conditions of the scope of work of this proposal shall be submitted in writing via mail, fax, or e-mail to the authorized City contact.

AUTHORIZED CITY CONTACT:

Darlene Davis
City of Arcadia Purchasing Department
23 North Polk Avenue
Arcadia, Florida 34266
Phone: 863-494-4114 Fax: 863-494-4623
Email: ddavis@arcadia-fl.gov

Responses to this Solicitation must be submitted in the following method: Sealed in an envelope and delivered to:

Penny Delaney, City Clerk
City of Arcadia
23 North Polk Avenue
Arcadia, Florida 34266

Refer to the Instructions to Proposers, in this document, for additional detailed instructions for submitting a response.

Responses to this solicitation received by the established due date and time specified will be publically opened and read aloud in the Council Chambers, Margaret Way Building, 23 North Polk Avenue, Arcadia, Florida on **Tuesday, October 9, 2018 at 2:00 P.M., or soon thereafter.** The opening and reading shall be in the presence of the Purchasing Agent and witness. Proposers and the general public are not required but invited to attend.

BIDDER/PROPOSER REGISTRATION

FAX: (863)494-4623

Please register as a vendor using this form. Only registered vendors will be contacted with notices of changes or addenda to this bid package. Complete and return this form by fax or mail to the Purchasing office at the address listed above.

Company Name: _____ Contact person: _____

Mailing address: _____ City: _____ State: _____ Zip code: _____

Phone: _____ Fax: _____ Email: _____

All first time vendors must submit a W-9 Form with their response.

TABLE OF CONTENTS

Solicitation Name: **10TH AVENUE AND CYPRESS STREET
SCOP ROAD IMPROVEMENT PROJECTS CEI SERVICES**

Solicitation: # **RFQ 2018-01**

<u>SECTION 1</u>	<u>PAGE</u>
General Conditions	4
Special Conditions	11
<u>SECTION 2</u>	
Scope of Services	15
Instructions to Proposers	17
Evaluation Process	20
<u>SECTION 3</u>	
<u>FORMS:</u>	
Statement of No Proposal	23
Proposer's Checklist	24
Acknowledgement of Receipt of Addendum	25
Qualifications Statement	26
Hold Harmless	29
Drug Free Workplace	30
Certification Regarding Debarment	31
Public Entity Crimes Statement	32
Non-Collusion Affidavit	34
Conflict of Interest Statement	36
Respondent Certification	37
Performance Bond	38
Sample Agreement	40

Section 1

**CITY OF ARCADIA
RFQ2018-01 - 10TH AVENUE AND CYPRESS STREET
SCOP ROAD IMPROVEMENT PROJECTS CEI SERVICES
GENERAL CONDITIONS**

1. **ACCEPTANCE:** Items may be tested for compliance to the Scope of Services. Items delivered not conforming to the Scope of Services may be rejected and returned at Consultant's expense. Any increase in cost for items not delivered as specified in the solicitation may be charged against the Consultant.
2. **ACKNOWLEDGEMENT OF AMENDMENTS:** Proposers shall acknowledge receipt of any Amendment to the Solicitation by signing and returning the Amendment with the proposal. The acknowledgment must be received by the place specified for receipt of proposals.
3. **AGREEMENT TIME EXTENSIONS:** The City may grant an extension of Agreement Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of proposal. The City may allow such extension of time only for delays occurring during the Agreement time period or authorized extensions of the Agreement Time period. When failure by the City to fulfill an obligation under the Agreement results in delays to the controlling items of Work, the City will consider such delays as a basis for granting a time extension to the Agreement.

Whenever the Engineer suspends the Consultant's operations for reasons other than the fault of the Consultant, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The City will not grant time extensions to the Agreement for delays due to the fault or negligence of the Consultant.

As a condition precedent to an extension of Agreement time the Consultant must submit to the Engineer: A preliminary request for an extension of Agreement Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Consultant fails to submit this required preliminary request for an extension of Agreement Time, the Consultant fully, completely, absolutely and irrevocably waives an entitlement to an extension of Agreement Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Agreement Time will be required. Each such preliminary request for an extension of Agreement Time shall include at a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay; and:

Further, the Consultant must submit to the Engineer a request for an Agreement Time extension in writing with an initial 10 day notice and a 30 day final notice after the elimination of the delay to controlling item of work identified in the preliminary request for an extension of Agreement Time. Each request for an Agreement Time extension shall include at a minimum all documentation that the Consultant wishes the City to consider related to the delay, and the exact number of days requested to be added to Agreement Time. If the Consultant contends that the delay is compensable, then the Consultant shall also be required to submit with the request for an Agreement Time extension a detailed cost analysis of the requested additional compensation. If the Consultant fails to submit this required request for an Agreement Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Consultant waives any entitlement to an extension of Agreement Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of an Agreement Time extension from the Consultant, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Consultant, the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for an

Agreement Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Consultant, then an adjustment of Agreement Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Agreement will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), is a condition precedent to the

Consultant having any right to the granting of an extension of Agreement Time or any monetary compensation arising out of any delay. Consultant's failure to have an accepted schedule, including any required updates(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately [6] show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the City's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the City's determination as to entitlement as to either time or compensability will be final, unless the Consultant can prove by clear and convincing evidence to a Disputes Review Board that the City's determination was without any reasonable factual basis.

The Agreement Time may only be changed by a Change Order or Agreement Amendment. Any claim for an extension in the Agreement Time shall be based on written notice delivered to the City and/or Engineer within (10) days of the occurrence unless Engineer allows an additional period of the event-giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless the Engineer allows and additional period of time to ascertain more accurate data. All claims for adjustment in the Agreement Time shall be determined by the Engineer, if the City and the Consultant cannot otherwise agree. Any change in the Agreement Time resulting from any such claim shall be incorporated in a Change Order or Agreement Amendment for time extension only, and shall not change the Scope of Work.

4. **AMENDMENTS:** No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representative of both parties.
5. **APPLICABLE LAW:** The Agreement shall be governed in all respects by the laws of the State of Florida, and the policies of the City of Arcadia. Any litigation with respect thereto shall be brought in the Courts of the State of Florida.
6. **ASSIGNMENT:** The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City. Assignment or transfer of the resulting Agreement without written consent of the City may be construed by the City as a breach of contract sufficient to cancel this Agreement at the discretion of the City.
7. **AVAILABILITY OF FUNDING:** Award of this solicitation is contingent upon availability of funding. Furthermore, during the Agreement period, if funding to finance all or part of the award resulting from this solicitation becomes unavailable, the City reserves the right to terminate such Agreement after providing the Consultant no less than three (3) days written notice. The City shall be the final authority as to the determination of availability of funding. The City agrees to reimburse the Consultant for any authorized goods or services provided prior to the Consultant's receipt of the aforesaid termination notice.
8. **COMPLETE AGREEMENT:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire Agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the City and Consultant shall not constitute a part of the Agreement between the City and Consultant concerning this service. The term "Agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
9. **COMPLIANCE:** A submission of a proposal shall constitute an incontrovertible representation by a Proposer that the Proposer has complied with every requirement herein, and that without exception the proposal is premised upon performing the Services required by the Scope of Services with such means, methods, techniques, sequences, or procedures as may be indicated in or required by the Scope of Services, and that the Scope of Services are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Services.
10. **COMPLIANCE WITH LAWS:** Consultant represents and warrants that the performance of this solicitation and the furnishing of services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State or City laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

11. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All Proposers must disclose with their Qualifications the name of any officer, director, or agent who is also an employee of the City of Arcadia. Further, all Proposers must disclose the name of any City of Arcadia employee who owns, directly or indirectly, an interest of five percent (5%) or more of the proposer's firm or any of its branches.
12. **CONSULTANT OBLIGATIONS:** Consultant agrees to perform and complete the Services described in the solicitation in accordance with the requirements of this Agreement and attached Exhibits. Consultant shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the Consultant are essential to the satisfactory performance of the Services. The City may consider lack of competent capable supervision as grounds to reject a proposal or terminate this Agreement. An experienced, qualified supervisor should have approximately two years of experience and one-year of supervisory experience doing the type of work requested in this solicitation. The City reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.
13. **CONSULTANT'S OWN FORCES:** No more than seventy-five percent (75%) of the dollar value of the total contract work may be accomplished by Sub-consultants. Balance of the work must be accomplished by successful proposer's own forces. Each Proposer must furnish with its Qualifications, a list of the items it proposes to subcontract and the estimated cost of these items.
14. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Arcadia Council shall be final.
15. **DISQUALIFICATION:** More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If the City believes the Proposer is interested in more than one proposal for the work contemplated, all proposals in which such Proposer is interested in shall be rejected. If the City believes collusion exists among Proposers, all proposals shall be rejected.
16. **E-VERIFY:** Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Consultant during the term of this Agreement in which the Consultant performs employment duties within Florida. This verification requirement extends to all persons, including sub-consultants, utilized, hired, contracted or assigned by the Consultant to perform work pursuant to this Agreement.
17. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** It is the responsibility of each Proposer before submitting a proposal to:
 - A) Examine the Contract Documents thoroughly,
 - B) Consider Federal, State and local Laws and Regulations that may affect cost, progress or performance of the Services,
 - C) Study and carefully correlate the Proposer's observations with the Scope of Services and,
 - D) Notify the City of all conflicts, errors, or discrepancies in the Scope of Services.
18. **FAILURE TO PERFORM:** If, during the term of the Agreement, the Consultant should refuse or otherwise fail to perform any of its obligations under the Agreement, the City reserves the right to:
 - A) Obtain the services from another Consultant; and/or
 - B) Terminate the Agreement; and/or
 - C) Suspend the Consultant from bidding for a period of up to 24 months
19. **FLORIDA STATUTES:** The awarded Consultant agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes regarding cooperation with the State Inspector General.
20. **INCURRED COST:** The City of Arcadia is not liable for any cost incurred by the Consultant prior to award. Costs for developing a response to this solicitation are entirely the obligation of the Proposer and shall not be chargeable in any manner to the City of Arcadia.

21. **INDEMNIFICATION:** Consultant shall defend, indemnify and hold harmless the City and all City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Consultant, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Consultant recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Consultant of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes.
22. **INFORMALITIES AND IRREGULARITIES:** The City has the right to waive minor defects or violations of a proposal from exact requirements of the scope that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Proposer with the proposal for the City to properly evaluate the proposal, the City has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that such concession does not affect the price, quality, quantity, delivery, or performance time of the goods/services being procured.
23. **LEGAL REQUIREMENTS:** Federal, State, City and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Proposer will in no way be cause for relief from responsibility.
24. **LIABILITY:** The Consultant shall hold and save the City, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements prior to and during the term of this Agreement.
25. **LICENSE/CERTIFICATIONS:** The successful Consultant will be required to secure, at its expense, the proper occupational license and/or any other license/certification required of the applicable service/work being performed. Proof of license and/or certification may be required prior to proposal award. The Proposer shall fully comply with all state and federal laws, City procurement policies, ordinances and regulations in any manner affecting the performance of the Services. The Proposer shall provide its occupation license number and expiration date.
26. **LIENS:** Before the final draw is payable, Consultant must furnish a sworn statement that all sums due for services, material or labor on the project have been paid in full. If the City receives any Notice to Owner on this Project, then in addition to the requirements set forth above, Consultant shall at the time of each draw furnish a partial waiver of lien from all Sub-consultants, material or labor providers, and at the time of the final draw shall furnish a final waiver of lien for each such Sub-consultant, material or labor provider; as a condition precedent to receiving any payment from the City. Consultant shall indemnify the City and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of Consultant under this Agreement; or the negligence of the Consultant in the performance of its duties under this Agreement, or any act or omission on part of the Consultant, his agents, employees, or servants.

The Consultant may, if any sub-consultant refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Purchasing Officer, to indemnify the City against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

27. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Desoto County, Florida; or in the Federal Courts, wherein venue shall lie in the Central District in and for the State of Florida. The Consultant expressly waives venue in any other location.
28. **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, prices, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.

29. **NONCONFORMING TERMS AND CONDITIONS:** A proposal response that includes terms and conditions that do not conform to the terms and conditions in the solicitation are subject to rejection as non-responsive. The City reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal response prior to determination by the CITY as non-responsive based on the submission of nonconforming terms and conditions.
30. **NON-EXCLUSIVE AGREEMENT:** Award of this Agreement shall impose no obligation on the City to utilize the Consultant for all work of this type, which may develop during the agreement period. This is not an exclusive Agreement. The CITY specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.
31. **OPERATION DURING DISPUTE:** In the event the CITY has not cancelled the Agreement in accordance with the terms of the Agreement, and there remains a dispute with the Proposer and the CITY, the Proposer agrees to continue to operate and perform under the terms of the Agreement while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the Court.
32. **PROMPT PAYMENT PROVISIONS:** Consultant shall prepare and submit to the City's Purchasing Department for approval, invoices for the Services rendered under this Agreement. Payment shall be issued by the City's Finance Department, who shall initiate disbursements for invoices approved by the Administration Agent in accordance with the Florida Prompt Payment Act, found in Part VI, Ch. 218 of the Florida Statutes. All invoices shall be accompanied by a report identifying the nature and progress of the Work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The Consultant shall submit an invoice for payment to the City on a monthly basis.

The City reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement and the City shall promptly notify the Consultant if any invoice or report is found to be unacceptable and will specify the reasons.

33. **PERIOD OF OFFER VALIDITY:** Prices quoted must remain firm for a period of ninety (90) days from the proposal opening date.
34. **PERFORMANCE AND AUDITS:** Any Contract or subcontract awarded in accordance with 23USC 112(b)(2)(C)-(D), whether funded in whole or in part with Federal-aid Highway funds, shall be performed and audited in compliance with cost principles contained in the Federal Acquisition Regulations of part 42 of title 48, Code of Federal Regulations.
35. **PUBLIC RECORDS:** Consultant shall allow public access to all documents, reports, papers, letters or other materials, subject to the provision of Chapter 119, Florida Statutes, prepared or received by Consultant in conjunction with this Agreement.
36. **PUBLIC RECORDS REQUESTS:** IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF ARCADIA MARGARET WAY BUILDING, 23 NORTH POLK AVENUE, ARCADIA, FLORIDA 34266 (863) 494-4114.
 - a. Consultant must keep and maintain all public records required by the Agency in order to perform services under this Contract.
 - b. Upon request from the Agency's custodian of public records, Consultant shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the Agency.
 - d. Upon completion of the contract, Consultant shall transfer, at no cost, to the Agency all public records in the possession of the Consultant, or keep and maintain public records required by the Agency to

perform the service under this contract. If the Consultant transfers all public records to the Agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records. Upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

37. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** This solicitation may be extended to include other governmental agencies provided a cooperative Purchasing Agreement exists. Each political entity will be responsible for the execution of its own requirements with the awarded Consultant.
38. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City.
39. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of this specification shall be made upon the basis of this statement.
40. **STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES:** The Proposer is directed to the Florida Public Entity Crime Act 287.133, Florida Statutes, and the City's requirement that the successful Proposer comply with it in all respects prior to and during the term of the Agreement.
41. **TERMINATION FOR DEFAULT - DEFAULT/FAILURE TO PERFORM:** The City shall be the sole judge of nonperformance, which shall include any failure on the part of the Consultant to accept the award, to furnish required documents, and/or to fulfill any portion of this Agreement within the time stipulated. Upon default by the Consultant to meet any terms of this Agreement or related Exhibit, the City will notify the Consultant, providing three (3) days (weekends and holidays excluded) to advise the City of its plan for corrective action to remedy the default. Failure on the Consultant's part to correct the default within the approved time period shall result in the Agreement being terminated and the City, notifying in writing the Consultant of the effective date of the termination. The following shall constitute default:
 - Failure to perform the work required under the Agreement and/or within the time required or failing to use the sub-consultants, entities, and personnel as identified and set forth, and to the degree specified in the Agreement.
 - Failure to begin the work under this Agreement within the time specified.
 - Failure to perform the Work with sufficient workers to ensure timely completion.
 - Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Agreement.
 - Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the Consultant incapable of performing the Services in accordance with and as required by the Agreement.
 - Failure to comply with any of the terms of the Agreement.
 - Failure to pay sub-consultants or others pursuant to the Services completed under this Agreement.

In the event of default, the Consultant shall pay any damages sustained by the City including attorney's fees and court costs incurred in collecting any damages. All documents prepared by the Consultant in connection with this Agreement will be the property of the City.

The City shall authorize payment to the Consultant, the costs and expenses for Work performed by the Consultant prior to receipt of the Notice of Termination; however, the City may withhold from amounts due the Consultant such sums as the Administrative Services Director deems to be necessary to protect the CITY against loss caused by the CONSULTANT because of the default.

42. **TERMINATION FOR CONVENIENCE:** The City reserves the right to cancel this Agreement by written notice to the Consultant effective the date specified in the notice, for any of the following reasons:

- The CITY has determined that such cancellation will be in the best interest of the City to cancel the Agreement for its own convenience.
- Funds are not available to cover the cost of the services. The City's obligation is contingent upon the availability of appropriate funds.

The Purchasing Manager shall give written notice of the termination to the Consultant specifying the reason of the Agreement termination and when termination becomes effective.

The Consultant shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination, the Consultant will stop work to the extent specified.

The City shall pay the Consultant under following conditions:

- All costs and expenses incurred by the Consultant for work accepted by the CITY prior to the Consultant's receipt of the Notice of Termination.

Anticipatory profit for work and services not performed by the Consultant shall not be allowed.

43. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Consultant as a result of any discussions with any City employee. Only those communications which are in writing from the authorized City contact may be considered. Only written communications from the Consultant which are assigned by a person designated as authorized to bind the company will be recognized by the City as duly authorized expressions on behalf of the Consultant.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

CITY OF ARCADIA
RFQ2018-01 - 10TH AVENUE AND CYPRESS STREET
SCOP ROAD IMPROVEMENT PROJECTS CEI SERVICES
SPECIAL CONDITIONS

1. **INSURANCE REQUIREMENTS:** Before performing any services, the Consultant shall procure and maintain, during the life of the Agreement, unless otherwise specified the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Florida Insurance Department and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City of Arcadia.

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY -OCCURRENCE FORM REQUIRED:

Consultant shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

EVIDENCE OF INSURANCE:

Consultant shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$ 1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City as a named, additional insured, as well as furnishing the City with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Contract. Said insurance coverage(s) procured by the Consultant as required herein shall be considered, and the Consultant agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Consultant as required herein.

Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the City before the commencement of any work activities.

2. **TIMELY RESPONSE:** The Proposers' timely response under the terms of this Agreement is paramount. The unavailability of the highest ranked Proposer (depending on the urgency of the City's needs) may result in the award/project being authorized to the next highest ranked Proposer.
3. **Work must begin no later than 10 days after the issuance of a Notice of Commencement, unless otherwise provided.**
4. The City may terminate this Agreement at its convenience with 10 days advance written notice to the Consultant.

5. **ADDENDA:** It is the responsibility of the Proposer to contact the Purchasing Department prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with their Proposal. Any questions relative to interpretation of requirements, scope of services or selection processes shall be addressed in writing to the address indicated below. No inquires, if received within ten (10) days of the date set for the reading of names of the Proposers, will be given consideration. **Oral answers will not be authoritative.**

6. **ADDITIONAL INSURED:** The City of Arcadia, its officers, agents, employees, and volunteers are to be included as an additional Insured on both the Commercial General Liability and Commercial Automobile Liability. The City of Arcadia is to be named insured. Insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day notification to the City in the event of a cancellation or modification of any stipulated insurance coverage.

7. **CERTIFICATES OF INSURANCE:** Certificates of insurance meeting the required insurance provisions shall be forwarded to the Purchasing Department upon Notice of Award, prior to the commencement of the project. For the purpose of identification, when submitting insurance, the Request for Qualifications name and number must be included on the certificate.

8. **CONSULTANT AND CITY DEFINED:**
As used in these specifications, the term "Consultant" refers to Seller and the term "City" refers to Purchaser, as defined in the terms and conditions applicable to this Agreement. All person acting for Consultant, such as employees, sub-consultants, and agents of the Consultant, are included in the meaning Consultant.

9. **REQUESTS FOR CLARIFICATIONS & ASSISTANCE:** All questions about the Agreement and technical portions of the Request for Qualifications must be submitted in writing to:

Darlene Davis,
City of Arcadia Purchasing Department
23 North Polk Avenue
Arcadia, Florida 34266
Phone: 863-494-4114; Fax: 863-494-4623
Email: ddavis@arcadia-fl.gov

No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. All questions must be received within ten (10) calendar days prior to the scheduled opening of RFQ. All such requests for information and/or clarification shall be made in writing. Any interpretation of the terms, conditions, and/or specification, if made, will be only by Addendum duly issued. If any addenda are issued, the City will attempt to notify all known proposers, and a copy of such Addendum will be posted to the City's website at www.arcadia-fl.gov and www.demandstar.com, however, it shall be the responsibility of each proposer, prior to submitting a response to the RFQ, to contact the Purchasing Department to determine if addenda were issued, and to make such addenda a part of the RFQ.

10. **CONTACT:** *All prospective respondents are hereby instructed not to contact any member of the City of Arcadia staff members or City Council other than the noted contact person regarding this Request for Qualifications at any time during the RFQ process. Any such contact shall be cause for rejection of your response.*

11. **TIME SCHEDULE:** The proposed time schedule as related to this request for qualifications is as follows:

EVENT	DATE/TIME (EST)
Release of RFQ	September 10, 2018
Deadline for Questions/Inquiries	September 28, 2018
RFQ Due Date/Time (Deadline)	October 9, 2018
Tentative Announcement of Award	TBA

NOTE: An addendum will be issued if any of these dates change.

12. ITEMS TO BE SUBMITTED WITH RFQ RESPONSE:

- 1) Statement of Qualifications
- 2) Proposer's Checklist
- 3) Acknowledgement of Receipt of Addendum
- 4) Qualifications Statement
- 5) Hold Harmless
- 6) Drug Free Workplace
- 7) Public Entity Crimes Statement
- 8) Non-Collusion Statement
- 9) Conflict of Interest Statement
- 10) Respondent Certification
- 11) Performance Bond

Section 2

**CITY OF ARCADIA
RFQ2018-01 - 10TH AVENUE AND CYPRESS STREET
SCOP ROAD IMPROVEMENT PROJECTS CEI SERVICES
SCOPE OF SERVICES**

1. BACKGROUND

The City of Arcadia is seeking Professional Engineering Services from qualified professional engineers registered in the State of Florida herein referred to as "RFQ Respondents".

The City has obtained grant funding for two road improvement projects though the Small County Outreach Program (SCOP). The City desires to select the one or two RFQ Respondents as ranked through this solicitation process and award these two projects to one or two firms.

The limits of the two projects are as follows:

- 10th Avenue (from East Oak Street to East Maple Street)
- Cypress Street (from Hillsborough Avenue to Mills Avenue)

The anticipated budget for design (including survey and geotech), and for construction for each project is as follows:

10th Avenue Construction Budget:	
Base Bid:	\$ 492,407.31
Alternate Bids:	\$ 66,332.73
Utility Bid:	<u>\$ 266,282.00</u>
Total Construction Bid:	\$ 825,022.04
CEI Budget:	<u>\$ 82,502.20</u>
Total Construction & CEI:	\$ 907,524.24

Cypress Street Construction Budget:	
Base Bid:	\$ 316,310.95
Utility Bid:	<u>\$ 199,550.72</u>
Total Construction Bid:	\$ 515,861.67
CEI Budget:	<u>\$ 51,586.17</u>
Total Construction & CEI:	\$ 567,447.84

Design of both projects is complete. The construction of both projects is anticipated to begin in January of 2019. The above CEI amount for 10th Avenue will be lower if the alternate bids for construction are not used.

The anticipated construction schedule for both projects is as follows:

October 1, 2018	Release of Construction Bid
November 1, 2018	Construction Bids Due
December 3, 2018	Council Approval of Construction Contract
January 3, 2019	Contractor's Notice to Proceed

The selected RFQ Respondent will be the Engineer of Record for the Construction Engineering and Inspection of these projects. The City does not plan on utilizing in-house staff for construction inspection. The City will provide a project manager who will serve as an owner's representative during construction.

At the discretion of the Selection Committee assigned to review the RFQ Respondents' responses, one RFQ Respondent will be selected to provide CEI services for these two projects.

The selected Construction Contractor will be required to perform all quality control geotechnical testing. The RFQ respondent may be asked to provide some level of verification testing during the project depending on the options selected in the construction bid. It is anticipated that an allowance for geotechnical testing will be negotiated as part of the CEI Agreement. The RFQ respondent should include the services of a Florida licensed laboratory and testing firm either in house or subcontracted.

This Scope does not require any survey work or generation of as-built drawings. All survey stake out and as-built survey will be performed by the selected Contractor. The CEI will review the as-built survey provided by the Contractor and certify that it accurately depicts the work performed.

2. **CEI SERVICES:**

Professional services shall include, but not be limited to the following general tasks:

- Attendance at the Construction Kick-Off Meeting.
- Conducting regular progress meetings - Progress meetings shall be conducted on a weekly basis during construction. At the City's discretion, the frequency of progress meetings may be reduced to one every other week. Progress meetings may be schedule via telephone conference. The CEI will be responsible for scheduling the meetings, conducting the meetings, providing agendas and documenting the meeting in the form of written meeting minutes. A representative of the City, the Prime Contractor and the CEI shall be present. A Representative from the FDOT shall also be invited to all progress meetings.
- Providing an Engineer's summary letter on a monthly basis and inclusion of all daily reports during the month. The summary letter shall include basic project information such as elapsed time, percentage complete based on time and money spent, current amount earned (by the Contractor) and general construction activity summary over the past month.
- Field inspection by a qualified construction inspector.
- Periodic field visits by the EOR CEI as needed to resolve RFIs or other project issues.
- Review and approval of Proctor/LBR reports and review of density test reports. The CEI shall be present for all in-place field density testing.
- Review of all submittals and shop drawings supplied by the Contractor(s). The CEI shall respond within seven (7) calendar days from receipt of electronic submission. Approvals and rejections shall be submitted in writing, electronically. If a submittal is rejected, the reasons for rejection shall be clearly noted.
- Response to Contractor Requests for Information (RFI). All RFI shall b e responded to in writing within seven (7) calendar days of receipt of electronic submission.
- Review of Change Order Requests supplied by the Contractor(s) and recommendation of approval or rejection to the City of Arcadia. The CEI shall sign all approved Change Orders.
- Review of Applications for Payment from the Contractor(s). The CEI shall respond in writing of any deficiencies preventing a pay application from being deemed complete within seven (7) calendar days of receipt of the signed pay application. The CEI shall gather the required documents (density test reports, schedule updates, material delivery tickets, lien releases, etc.) from the Contractor(s). Once all information has been obtained and the CEI has verified all quantities, the CEI shall sign the application for payment and submit to DeSoto City.
- Attendance at walkthroughs for Substantial and Final Completion and generation of punch-lists of outstanding items to be resolved.
- Issuance of Certificates of Substantial and Final Completion.
- Signature of the Engineer's Certification of Compliance on the Notice of Completion.
- Other tasks as needed for the CEI to act as EOR and perform necessary CEI /EOR responsibilities.

CITY OF ARCADIA
RFQ2018-01 - 10TH AVENUE AND CYPRESS STREET
SCOP ROAD IMPROVEMENT PROJECTS CEI SERVICES
INSTRUCTIONS TO PROPOSERS

1. EVALUATION OF RFQ RESPONSES:

- A. A Selection and Negotiations Committee appointed by the City Administrator will evaluate the RFQ Responses. The Committee will grade, rank and qualify all RFQ Respondents who meet or exceed the criterion established herein and present a short list (City reserves the right to shortlist as few or as many RFQ Respondents as it determines to be in its best interest) of those RFQ Respondents selected for further review.
- B. In order to qualify as responsible and responsive, an RFQ Respondent must meet the evaluation criteria as they relate to this RFQ.
- C. The evaluation criteria will include, but shall not be limited to data in the evaluation criteria listed on the evaluation form. The evaluation form shall also indicate the ranking percentages, which will be utilized by the City in the evaluation of the RFQ Responses.

2. **CONTACT:** All questions concerning this solicitation must be directed to Darlene Davis, Telephone: (863) 494-4114, Fax: (863) 494-4623; e-mail: ddavis@arcadia-fl.gov.

3. INQUIRES:

- A. Addenda: In case the City finds it necessary to supplement, modify or interpret any portion of the RFQ documents during the solicitation period, such procedure will be accomplished by issuance of written addenda to the RFQ document, which will be emailed, mailed or faxed to all prospective RFQ Respondents at the respective addresses furnished for such purposes. It shall be the responsibility of the RFQ Respondent, prior to submitting their RFQ Response, to contact the City of Arcadia to determine if addenda were issued acknowledging and incorporation them into their RFQ Response. Failure to do so could result in rejection of the RFQ Response as unresponsive. No addenda shall be issued less than ten (10) calendar days prior to the opening, unless otherwise specified by the City.

- B. Oral Inquiries: The City will not respond to oral inquiries.

- C. Questions or clarifications to the solicitation, if appropriate, must be submitted in writing to Darlene Davis, City of Arcadia Purchasing Agent, 23 North Polk Avenue, Arcadia, Florida 34266 Fax: (863) 494-4623, E-Mail: ddavis@arcadia-fl.gov and will be responded to in writing through addenda to all RFQ Respondents. Written addenda will be the City's official method of response and will be sent via e-mail or fax and posted on www.demandstar.com web site. All questions must be submitted in writing no later than seven days prior to the RFQ's stated due date.

4. **RESERVED RIGHT:** The City reserves the right to accept or reject any and/or all RFQ Responses, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the City depending on available competition and timely needs of the City. The City shall be the sole judge of the RFQ Responses and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any responder to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the responder.

5. **RFQ RESPONSE CONTENT:** Respondents interested in performing these professional services must display considerable relevant experience with this specified type of work and should emphasize both the experience and capability of particular personnel who will actually perform the Work. In order to insure a uniform review process and to obtain the maximum degree of comparability, RFQ Responses must include the following minimum information:

A. **GENERAL REQUIREMENTS (10-Page Maximum):**

- i. Title Page: Show the name of the RFQ Respondent's agency/firm, address, telephone number, name of contact person, date and the subject:

**"RFQ2018-01 CITY OF ARCADIA
10TH AVENUE AND CYPRESS STREET
SCOP ROAD IMPROVEMENT PROJECTS
CEI SERVICES"**

- ii. Table of Contents: Include a clear identification of the material by section and by page.
- iii. Letter of Transmittal: Limit to one or two pages.
- iv. Give the name of the person(s) who will be authorized to make representations for the RFQ Respondent's prime firm, their titles, addresses and telephone numbers.
- v. Describe the RFQ Respondent's prime firm, including key officers, years in business, etc. vi. Documentation of receipt of any addenda.

B. **KEY PERSONNEL (15-Page Maximum):**

- i. Provide an organization chart clearly depicting the key personnel with proposed project role of the prime firm and any sub-consultants needed to provide the project scope. The CEI Engineer of Record (EOR) and project manager shall be clearly noted. The home office location for each team member shall be clearly shown.
- ii. Provide resumes of key personnel.
- iii. Provide a written description of the project organizational methodology including rationale of selecting key staff and of teaming relationships between prime firm and sub-consultants (if any).
- iv. Provide an availability chart identifying individuals most directly involved with the project. The chart shall depict the amount of time (as a percentage) that the member will be available to devote to the project.

C. **SIMILAR EXPERIENCE / REFERENCES (15-Page Maximum):**

- i. Provide a minimum of three (3) similar CEI projects recently completed by the prime firm. It is recommended to include a detailed description, total construction cost, year CEI completed, year construction completed, amount of construction change orders, indication of source of change order (owner initiated, quantity over-run, etc...), and RFQ Respondent's key personnel involved. Clearly label each of the three (3) projects "1" through "3". Additional projects may be supplied including sub-consult experience. RFQ respondents are encouraged to provide projects involving SCOP funding, other funding sources and similar road improvement scopes.
- ii. For each of the projects included in PART C.i., please provide a reference including the following: name, title, role in project, email address and telephone number. iii. Please indicate the project history between the prime and sub-consulting firms (if any). iv. Any additional project experience information which might enhance the City's understanding of the RFQ Respondent and its capabilities and experience may be provided also.
- iii. Please indicate the project history between the prime and sub-consulting firms (if any). iv. Any additional project experience information which might enhance the City's understanding of the RFQ Respondent and its capabilities and experience may be provided also.
- iv. Any additional project experience information which might enhance the City's understanding of the RFQ Respondent and its capabilities and experience may be provided also.

D. PROJECT APPROACH (5-Page Maximum):

- i. Provide a project understanding.
- ii. Provide a management plan, clearly describe the proposed approach for the management of one or two scopes.
- iii. Indicate the desire to be considered for one or two scopes and demonstrate the ability to staff and manage a single or separate and concurrent projects.
- iv. It is the City's goal to utilize as much of the available funding without exceeding the grant amounts. Clearly describe any proposed methods for controlling construction/CEI cost.

E. LICENSES, CERTIFICATIONS, LITIGATION (5-Pages Maximum)

- i. Provide professional licenses for key project personnel.
- ii. Project copies of engineering company certificates of authorization to provide engineering/surveying services in the State of Florida.
- iii. Provide a description of all company litigation history over the past 10 years.

*****The maximum allowable total pages is 50. This includes all pages EXCEPT: the cover page, the back page and dividers which will not be counted towards the 50 page limit.*****

All pages shall be 8 1/2" x 11"

Respondents shall submit:

- **One (1) original copy of the RFQ Response;**
- **Five (5) complete copies of the RFQ Response clearly labeled "COPY"; and,**
- **One (1) CD or USB Flash Drive containing a digital copy of the complete RFQ Response as a single PDF file.**

**CITY OF ARCADIA
RFQ2018-01 - 10TH AVENUE AND CYPRESS STREET
SCOP ROAD IMPROVEMENT PROJECTS CEI SERVICES
EVALUATION PROCESS**

1. EVALUATION:

EVALUATIONS AND CRITERIA: A Selection Committee will review the RFQ Responses received. The evaluation criteria listed below is based on the RFQ Response content outlined in Section 5 herein and will be utilized to rank and shortlist the RFQ Respondents. Interviews, in person or via telephone, with the RFQ Respondents short-listed may then be scheduled, if necessary, for final ranking and selection as described in Section 7 below. The City reserves the right to shortlist as many or as few RFQ Respondents as determined by the Selection Committee. The City shall be the sole judge of its own best interests, the RFQ Responses and the resulting negotiated Agreement. The City's decisions will be final. RFQ Respondents will be evaluated using a number of factors including but not limited to the following:

1. Compliance with RFQ instructions (0 to 5 points)
2. General Requirements (0 to 10 points)
3. Key Personnel (0 to 25 points)
4. Similar Experience / References (0 to 25 points)
5. Project Approach (0 to 30 points)
6. Licenses, certificates, litigation (0 to 5 points)

2. ORAL PRESENTATIONS:

A selection of at least three consultant firms deemed most qualified will be required to provide an oral presentation to the Selection Committee regarding their qualifications, approach to the project and ability to furnish the required services. In the case where less than three responses are received, oral presentations will be provided by all respondents.

Purchasing staff will coordinate the schedule of the oral presentations with the Selection Committee and confirm attendance of members.

Once the oral presentations are completed, the Selection Committee will conduct a post presentation ranking and determine the final ranking.

Other options that may be considered by the Selection Committee are to reject all proposals, and/or reissue the formal solicitation with revised specifications.

3. SELECTION COMMITTEE:

Members of a Selection Committee are to be selected and shall include representatives from the User Department, and other department/division(s) involved, as well as any other individual(s) with specialized expertise. A representative of the Finance Department shall chair the committee as a non- voting member. The Selection Committee will consist of not less than three members, consisting of an odd amount of members, not to exceed seven (7) members, except in special circumstances pre- approved by the City Administrator.

The members of the Selection Committee shall be identified prior to the solicitation issuance and a list sent to the Finance Department. Final approval of Selection Committee members rests with the City Administrator.

Selection Committee and all other meetings during the evaluation period prior to final selections must comply with the State of Florida Sunshine and Public Record Laws. Reasonable notice of the date, time and place of the meeting must be given. The meeting shall be recorded, but not transcribed. The meeting recordings shall be available for public review by appointment with the City Clerk.

Once the formal solicitation has been issued, communication is prohibited, whether direct or indirect, regarding the subject matter or the specifications by any means whatsoever (whether oral or written), with any City employee, elected official, selection committee member, or representative of the City of Arcadia, from the issuance of the specifications until the Council makes the award. Communications initiated by a respondent may

be grounds for disqualifying the offender from consideration for award or any future formal solicitation. The only exceptions to the foregoing rule are as follows: (1) an invitation to give an oral presentation to the selection committee is received; (2) any questions relative to interpretation of specifications of the formal solicitation process shall be addressed to the authorized City contact, in writing, via fax (863-494-4623) or email (ddavis@arcadia-fl.gov). No questions will be answered seven (7) or fewer business days from the date and time of the public opening.

Prior to the issuance of the RFQ, a copy of the document shall be provided to each member of the Selection Committee for review when possible. If this is not possible, each member shall receive a copy of the document upon issuance.

4. **RECOMMENDATION OF FIRMS:**

Purchasing Department and the User Department will present the committee's recommendation of the three most qualified firms to the City Administrator for review. The City Administrator will submit to City Council.

5. **NEGOTIATIONS:**

Upon approval by City Council to enter into negotiations with the top ranked firm, the Purchasing Department staff will schedule a meeting between the top ranked firm and the negotiation team. The negotiation team will consist of essentially the same personnel as the Selection Committee. Detailed discussions will be held by the firm and the City to clearly establish the scope of the project and the exact services to be performed by the Consultant.

The negotiation team shall negotiate a contract for professional services with the most qualified firm at a compensation which the City determines are fair, competitive and reasonable. In making such determination, the City shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity.

Negotiations must comply with F.S. 287.055(5) and 286.0113. Should the City be unable to negotiate a satisfactory contract with the top ranked firm, negotiations with that firm must be formally terminated. The City shall then undertake negotiations with the second ranked firm. Failing accord with the second ranked firm, the City must terminate negotiations. The City shall then undertake negotiations with the third ranked firm.

Should the City be unable to negotiate a satisfactory contract with any of the selected firms, the City shall select additional firms in order of their competence and qualification and continue negotiations in accordance with the prior requirements until an agreement is reached.

The City will begin negotiation with the top ranked RFQ Respondent. If the City and the top ranked RFQ Respondent are unable to reach an agreement on a fair and equitable price for their services, the City would then cease talks with that RFQ Respondent and move to the next highest ranked firm. If the City is unable to agree with that firm, the City would move to the next ranked RFQ Respondent and so on, in similar fashion until an Agreement could be made. The selection committee will determine whether one or two firms will be awarded contracts for these two projects.

Section 3

**CITY OF ARCADIA
RFQ2018-01 - 10TH AVENUE AND CYPRESS STREET
SCOP ROAD IMPROVEMENT PROJECTS CEI SERVICES
STATEMENT OF NO PROPOSAL/SUBMITAL**

**City of Arcadia Purchasing
Department 23 North Polk Avenue
Arcadia, Florida 34266**

If you **do not** intend to submit a proposal on this service, please return this form to the above address immediately or fax to 863-494-4623

We the undersigned have declined to submit a Proposal on the requested service: **RFQ NO. 2018-01**

- _____ Insufficient time to respond to the RFQ.
- _____ We do not offer this service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Unable to meet specifications.
- _____ Specifications are unclear (explain below).
- _____ Remove us from your vendors' list for this service.
- _____ Other (specify below).

Remarks: _____

Company name: _____
Signature: _____
Address: _____
Telephone: _____
Email Address: _____ Date: _____

**CITY OF ARCADIA
RFQ2018-01 - 10TH AVENUE AND CYPRESS STREET
SCOP ROAD IMPROVEMENT PROJECTS CEI SERVICES
PROPOSERS CHECKLIST**

Proposals will not be considered if the following documents and/or attachments are not completely filled out and/or submitted with proposal.

- _____ Completed RFQ Response (original and five (5) copies)
- _____ Acknowledgement of Receipt of Addendum (if applicable)
- _____ Qualifications Statement Form
- _____ Hold Harmless Form
- _____ Drug Free Workplace Form
- _____ Certification Regarding Debarment
- _____ Public Entity Crimes Form
- _____ Non-Collusion Agreement
- _____ Conflict of Interest
- _____ Respondent's Certification
- _____ Performance Bond

CITY OF ARCADIA
RFQ2018-01 - 10TH AVENUE AND CYPRESS STREET
SCOP ROAD IMPROVEMENT PROJECTS CEI SERVICES
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Were Addendum issued on this Solicitation? Yes _____ No _____

I (We) hereby acknowledge receipt of the following Addendum/Addenda issued in reference to this solicitation by listing the Addendum by number, date and signing the form:

Addendum _____ Date: _____

Addendum _____ Date: _____

Addendum _____ Date: _____

Addendum _____ Date: _____

Addendum _____ Date: _____

Addendum _____ Date: _____

Addendum _____ Date: _____

Addendum _____ Date: _____

Addendum _____ Date: _____

RESPONDENT:

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

CITY OF ARCADIA
RFQ2018-01 - 10TH AVENUE AND CYPRESS STREET
SCOP ROAD IMPROVEMENT PROJECTS CEI SERVICES
QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: **PURCHASING DEPARTMENT**
ADDRESS: **23 NORTH POLK AVENUE**
ARCADIA, FLORIDA 34266

CIRCLE ONE

SUBMITTED BY: _____

Corporation

NAME: _____

Partnership

ADDRESS: _____

Individual

PRINCIPAL OFFICE: _____

Joint Venture

Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is:

The address of the principal place of business is: _____

2. If the Proposer is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer: _____

g. Name and address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership:

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? _____

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

9. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

10. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

COMPANY NAME	CONTACT	ADDRESS	
			Email
			Telephone
			Email
			Telephone
			Email
			Telephone

13. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

14. State the name of the individual who will have personal supervision of the services:

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

SIGNATURE

State of Florida
County of _____

On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ and (Name(s) of individual(s) who appeared before Notary) whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, stamp, or type as commissioned.)

_____ Personally known to me, or

_____ Produced identification:

_____ DID take the oath, or

_____ DID NOT take the oath.

DRUG-FREE WORKPLACE CERTIFICATION

Please complete Part I or Part II as applicable.

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the bid/proposal submission date, the bidder/proposer is requested to certify that as part of their drug-free workplace program, they have:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the businesses policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Made a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Part I - PROGRAM IMPLEMENTED

I certify that I/we have established a drug-free workplace Program meeting the foregoing minimum requirements.

_____ [Printed, typed name] _____ [Signature]

State of Florida
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

_____ [Signature of Notary Public] _____ [Printed, typed or stamped name of Notary Public]

_____ [Commission Number of Notary Public]

Part II - PROGRAM NOT IMPLEMENTED

A program meeting the above stated requirements has not been established or has not been fully implemented prior to bid/proposal closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

_____ [Signature] _____ [Date]

CITY OF ARCADIA
RFQ2018-01 - 10TH AVENUE AND CYPRESS STREET
SCOP ROAD IMPROVEMENT PROJECTS CEI SERVICES
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that is and its principles:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

CITY OF ARCADIA
RFQ2018-01 - 10TH AVENUE AND CYPRESS STREET
SCOP ROAD IMPROVEMENT PROJECTS CEI SERVICES
SWORN STATEMENT UNDER 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 to *City of Arcadia, Florida, a Municipal Corporation, 23 N. Polk Ave., Arcadia, FL 34266* by _____

[print individual's name and title]

for _____ whose business

[print name of entity submitting sworn statement]

address is _____

_____ and (if applicable) it's Federal Identification Number

(FEIN) is _____ (If the entity has no FEIN, include the Social Security

Number of the individual signing this sworn statement _____)

2. 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. 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 or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. 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. The term "affiliate" includes 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.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

2. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement 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 the 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 entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.
[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

RFQ-2018-01

[Reference: Solicitation Number]

Sworn to and subscribed before me this ___ day of _____, 20___. Personally known _____ or Produced _____ as identification.

[Type of identification]

Notary Public - State of _____

My Commission expires: _____

[Signature of Notary]

[Printed, typed or stamped commissioned name of Notary Public]

CITY OF ARCADIA
RFQ2018-01 - 10TH AVENUE AND CYPRESS STREET
SCOP ROAD IMPROVEMENT PROJECTS CEI SERVICES
NON-COLLUSION AFFIDAVIT

By signing this offer, the vendor/consultant certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Arcadia officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Arcadia officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Arcadia Purchasing Policy.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

AFFIDAVIT
STATE OF FLORIDA, COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared,
_____, who after being duly sworn, deposed and said that he is the fully
authorized _____ of _____
(hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, _____. NOTARY
PUBLIC

AFFIANT

Company Name: _____

Address: _____

Phone Number: _____

Signature: _____

NON-COLLUSION AFFIDAVIT IN THE STATE OF _____ IN THE COUNTY OF

_____being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders.

Subscribed and sworn before me this ____ day of _____, _____ NOTARY PUBLIC in and for the State of _____

Signature _____

Seal

CITY OF ARCADIA
RFQ2018-01 - 10TH AVENUE AND CYPRESS STREET
SCOP ROAD IMPROVEMENT PROJECTS CEI SERVICES
CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

I am an employee, public officer or advisory board member of the City
_____ **(List Position Or Board)**

I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: _____

Respondent employs or contracts with an employee, public officer or advisory board member of the City

Name: _____

None of The Above

PART II:

Are you going to request an advisory board member waiver?

I will request an advisory board member waiver under §112.313(12)

I will NOT request an advisory board member waiver under §112.313(12)

N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: _____

NAME (PER AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

**CITY OF ARCADIA
RFQ2018-01 - 10TH AVENUE AND CYPRESS STREET
SCOP ROAD IMPROVEMENT PROJECTS CEI SERVICES
RESPONDENT'S CERTIFICATION**

I have carefully examined the Request for Qualifications.

I hereby propose to furnish the services specified in the Request for Qualifications. I agree that my submittal will remain firm for a period of at least 90 days in order to allow the City adequate time to evaluate the submittals and determine a ranking of the most qualified firms.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the Agreement.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service; that no officer, employee or agent of the City of Arcadia or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS: _____

CITY: _____

STATE, ZIP CODE: _____

() _____
TELEPHONE NUMBER

EMAIL ADDRESS

CITY OF ARCADIA
RFQ2018-01 - 10TH AVENUE AND CYPRESS STREET
SCOP ROAD IMPROVEMENT PROJECTS CEI SERVICES
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____, herein called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2018, a copy of which is hereto attached and made a part hereof for CEI Services of:

10TH AVENUE IMPROVEMENTS SCOP #440364-0-54-1
CYPRESS STREET IMPROVEMENTS SCOP #440365-1-54-01

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF this instrument is executed in _____ counterparts, each (number) one of which

shall be deemed an original, this the _____ day of _____, 2018.

ATTEST:

Principal

(Principal's) Secretary

(SEAL)

By: _____

Witness as to Principal

Surety

ATTEST:

By: _____
Attorney-in-Fact

Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute the BOND. IMPORTANT: Surety companies executing the BONDS must appear on the Treasury Department's most current list and be authorized to transact business in the State.

**CITY OF ARCADIA
RFQ2018-01 - 10TH AVENUE AND CYPRESS STREET
SCOP ROAD IMPROVEMENT PROJECTS CEI SERVICES
SAMPLE AGREEMENT**

THIS AGREEMENT is made this ____ day of _____, 2016, between City of Arcadia, Florida (the "CITY"), whose address is 23 North Polk Avenue, Arcadia, Florida 34266, and _____, a _____, authorized to do business in the State of Florida, hereinafter referred to as ("CONSULTANT"), whose address is _____.

WHEREAS, the CITY has determined that it is necessary, expedient, and in the best interest of the CITY to retain an experienced and qualified firm to provide CEI Services for the City of Arcadia 10th Avenue and Cypress Street SCOP Road Improvement Projects; and

WHEREAS, the CONSULTANT desires to render services described in the Scope of Services, attached hereto as Exhibit "A" and have the qualifications, experience, staff and resources to perform those services; and

WHEREAS, through a competitive selection process conducted in accordance with the requirements of Florida law and CITY policy, the CITY has determined it to be in the best interest of the CITY to award an Agreement to the CONSULTANT for the rendering of those services described in Exhibit A; and; **NOW, THEREFORE**, in consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the CITY and the CONSULTANT.

I. INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT

The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the CITY and the CONSULTANT are attached hereto, made a part hereof and consist of the following:

- A. This Agreement.
- B. Scope of Services attached hereto as Exhibit "A".
- C. Price Proposal attached hereto as Exhibit "B".
- D. General Conditions
- E. Special Conditions

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

II. CONSULTANTS SERVICES

CONSULTANT agrees to diligently and timely perform professional services for the CITY to provide CEI Services for the City of Arcadia.

The initial Agreement period will be from the date of award or date to be determined until _____. The Agreement will then be eligible for renewal upon mutual consent annually _____ - _____ for three (3) additional twelve (12) month periods or until terminated per this Agreement.

III. RESPONSIBILITIES OF THE CONSULTANT

- A. CONSULTANT shall advise and consult with the CITY during all phases of service. CONSULTANT shall have authority to act on behalf of the CITY only to the extent provided in this Agreement. CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall CONSULTANT be responsible for the General Contractor's failure to perform the Work in accordance with the requirements of the Agreement Documents. CONSULTANT shall be responsible for the CONSULTANT'S negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the General Contractor or of any other persons or entities performing portions of the Work.

- B. CONSULTANT shall furnish all labor, supervision, equipment and materials for the Service. If the CONSULTANT is comprised of more than one legal entity, each entity shall be jointly responsible for the performance of this Agreement.
- C. The CONSULTANT covenants and agrees that it and its sub-consultants, if any, and its employees shall be bound by the Standards of Conduct, Chapter 112, Florida Statutes as it relates to Work performed under this Agreement. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the services performed.
- D. Prior to entering into this Agreement, the CONSULTANT shall file a sworn statement with the CITY as described for Public Entity Crimes of the Florida Statutes, Chapter 287.133, and the CONSULTANT shall thereafter comply with Florida Statutes concerning such activities.
- E. The CONSULTANT shall comply with and contractually require its sub-consultants to comply with all federal, state, and local laws, regulations and ordinances applicable to the Work or payment for Work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of Work under this Agreement.
- F. The CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the CONSULTANT'S offices for the purpose of inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of three-(3) years after completion of the services or as required by Chapter 119, Florida Statutes.
- G. CONSULTANT further represents and warrants that all previous representation and statements made in the Solicitation Forms attached to its response to Solicitation RFQ-2016-01 are accurate to the best of CONSULTANT'S knowledge and reaffirms its attestations and the information contained in those documents herein.
- H. CONSULTANT represents and warrants that all state and federal licenses required to complete the Scope of Services shall be obtained by the CONSULTANT prior to commencement of any Work.
- I. CONSULTANT shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Scope of Services. The CONSULTANT shall take all necessary precautions to insure the safety of persons, the environment, and its work product.

IV. **OBLIGATIONS OF CITY**

- A. The CITY will designate an Administrative Agent to act on behalf of the CITY with respect to the Scope of Services and whose role is to monitor day-to-day activities and ensure all requirements are met and do all things necessary to properly administer the terms and conditions of this Agreement. The CITY will designate the Administrative Agent at the Kick-Off Meeting to be scheduled at a later date. The responsibility of the CITY'S Administrative Agent shall include:
 - 1. Examination of all reports, estimates, proposals, and other documents presented by the CONSULTANT, rendered in writing, and to make any necessary decisions within a reasonable time.
 - 2. Transmission of instructions, receipt of information, interpretation and definition of CITY policies and decisions with respect to materials, and other matters pertinent to the Work covered by this Agreement.
 - 3. Review for approval or rejection of all of the CONSULTANT'S documents and payment requests in a timely manner.
 - 4. Returning items delivered by the CONSULTANT, which are not conforming to the Scope of Services, at the CONSULTANT'S expense and risk of increase in cost for items not delivered as specified.

- B. The CITY shall, upon request, furnish the CONSULTANT with all existing data, studies and other information in the CITY'S possession which may be useful in connection with the Work, all of which shall be and remain the property of the CITY and shall be returned to the CTIY'S Administrative Agent upon completion of the Services to be performed by the CONSULTANT.
- C. The CITY'S Administrative Agent shall conduct periodic reviews of the Work of the CONSULTANT necessary for the completion of the CONSULTANT'S services during the period of this Agreement and may make other CITY personnel available, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the CITY.

V. **COMPENSATION AND PAYMENT OF CONSULTANT**

Providing that the CONSULTANT shall strictly and completely perform all of its obligations under the Agreement, and subject only to additions and deductions by Modification or as otherwise provided in the Agreement; the CITY shall pay to the CONSULTANT, in current funds and at the times and conditions hereinafter specified, a fee not to exceed the rates as outlined in the CONSULTANT'S Price Proposal Form attached hereto as Exhibit "B".

The CITY'S performance and obligation to pay under this Agreement is contingent upon an appropriation by the City of Arcadia City Council.

A. METHOD OF PAYMENT

- 1. The CONSULTANT shall prepare and submit to the CITY'S Administrative Agent for approval, invoices for those specific tasks described in the Scope of Services. Payment shall be issued by the CITY'S Finance Department, who shall initiate disbursements for invoices approved by the Administration Agent in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218 of the Florida Statutes. All invoices shall be accompanied by a report identifying the nature and progress of the Work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The CONSULTANT shall submit an invoice for payment to the CITY on a monthly basis.

The CTIY reserves the right to withhold payment to the CONSULTANT for failure to perform the Work in accordance with the provisions of this Agreement and the CITY shall promptly notify the CONSULTANT if any invoice or report is found to be unacceptable and will specify the reasons.

- 2. For Services that were partially completed, payments shall be paid monthly in proportion to the percentage of completed Work on those specific services approved in writing by the CITY'S Administrative Agent based on the percentage of the amount for those specific services.
- 3. Before the final draw is payable, the CONSULTANT must furnish a sworn statement that all sums due for services, material or labor have been paid in full. If the CITY receives any Notice to Owner, then in addition to the requirements set forth above, the CONSULTANT shall at the time of each draw furnish a partial waiver of lien from all sub-contractors, material or labor providers, and at the time of the final draw shall furnish a final waiver of the lien for each such sub-contractor, material or labor provider as a condition precedent to receiving any payment from the CITY.
- 4. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

VI. **INDEMNIFICATION**

The CONSULTANT shall indemnify and hold harmless the CTIY, and the CTIY'S officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally

wrongful conduct of the CONSULTANT and other persons employed by or utilized by the CONSULTANT in their performance under this Agreement. Notwithstanding any other provision contained in this Agreement, neither Party shall be liable to the other Party for, and each party expressly releases the other Party and its subcontractors from, any punitive, indirect, special, exemplary or consequential damages of any kind, including without limitation, lost profits or loss of use.

Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes.

VII. **INSURANCE**

- A. Before performing any services, the CONSULTANT(S) shall procure and maintain, during the life of the Agreement, unless otherwise specified the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the CTIY and placed with insurance carriers approved and licensed by the Florida Insurance Department and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Administrator.

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY -OCCURRENCE FORM REQUIRED:

CONSULTANT(S) shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

PROFESSIONAL LIABILITY:

CONSULTANT(S) shall maintain professional liability errors and omissions coverage with limits of not less than \$ 1,000,000 for professional services rendered in accordance with this Agreement. The CONSULTANT shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period the CONSULTANT shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the Agreement, the CONSULTANT shall notify Human Resources within thirty (30) days of the change.

EVIDENCE OF INSURANCE:

The CONSULTANT shall furnish the CITY with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of this Agreement, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the CITY before the commencement of any work activities.

B. **POLICY FORM**

1. All policies, required by this Agreement, with the exception of Professional Liability and Workers Compensation, or unless specific approval is given by the CITY's Human Resources Director are to be written on an occurrence basis, shall name the City of Arcadia, its Council Members, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Professional Liability and Worker Compensation, agree to waive all

rights of subrogation against the City of Arcadia, its Council Members, Officers, Agents, Employees and Volunteers.

2. Insurance required in this Agreement shall be provided by or in behalf of all sub-consultants to cover their operations performed under this Agreement. The CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-consultants.
3. Each insurance policy required by this Agreement shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by Certified Mail, Return Receipt requested has been given to Human Resources Director.
4. The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit the CONSULTANT'S liability nor fulfill the indemnification provisions and requirements of this Agreement.
6. The CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the CITY is an insured under the policy.
7. Claims made policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two-(2) years. If provided as an option, the CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
8. Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Agreement, as well as the Agreement number and description of Work, are to be furnished to the CITY'S Human Resources Director (23 North Polk Avenue, Arcadia, FL 34266) prior to commencement of Work AND a minimum of thirty (30) calendar days prior to expiration of the Insurance Contract when applicable. All insurance certificates shall be received by Human Resources Director before the CONSULTANT will be allowed to commence or continue work.
9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the CONSULTANT'S insurance company and to the City as soon as practicable after notice to the insured.

VIII. OWNERSHIP AND USE OF DOCUMENTS

The documents, or reproducible copies, including reports, designs, specifications, notebooks, tracings, photographs, negatives, findings, data, memoranda and other documents developed by the CONSULTANT in connection with its Services shall be delivered to, and shall become the property of the CITY as they are received by the CITY. The CONSULTANT hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the CITY. Specific written authority is required from the CITY'S Administrative Agent for the CONSULTANT to use or disclose any of the work products of this Agreement on any non-CITY project.

The CITY acknowledges that the CONSULTANT'S deliverables are intended by the CONSULTANT for use only as to the project(s) which are the subject of this Agreement and its tasks and services; use for any other project without the CONSULTANT'S written consent shall be at the sole risk of the user, without recourse to the CONSULTANT.

IX. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL

The timely performance and completion of the required services is vitally important to the interest of the CITY. The CONSULTANT shall assign a Project Manager, together with such other personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The personnel assigned by the CONSULTANT to perform the Services of this Agreement, shall comply with the information presented in the RFO made a part hereof by reference. The CONSULTANT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the CONSULTANT'S key personnel must receive the CITY Administrative Agent's written approval before said changes or substitution can become effective.

- A. The Services to be rendered by the CONSULTANT shall commence within ten days, unless otherwise provided, of the CONSULTANT'S receipt of written Notice of Commencement from the CITY'S Administrative Agent.
- B. The CONSULTANT specifically agrees that all Work performed under the terms and conditions of this Agreement shall be completed within the time. Limits as set forth in the Scope of Service, subject only to delays caused through no fault of the CONSULTANT or the CITY. Time is of the essence in the performance of this Agreement. The CONSULTANT shall not be entitled to any claim for damages including loss of profits, loss of use, overhead expenses, equipment rental, etc. because of hindrances or delays for any cause whatsoever, whether or not occasioned by an act of God, or by any act or omission on the part of the CITY. CITY'S agents or governmental agencies having jurisdiction which hinder or delay may entitle the CONSULTANT to an extension of time in which to complete the Work, which shall be determined by the CITY, provided that the CONSULTANT will give written notice within two weeks as provided herein of the cause of such act, hindrance or delay. An extension of Time shall be the CONSULTANT'S sole and exclusive remedy for all claims for delay, including delays attributable to breach of the Agreement or tort. However, the time shall not be extended past the completion date stipulated in any grant agreement executed by the CITY. If any emergency or natural disaster causes delay or interference with the use or delivery of the Services, the CITY reserves the right to cure from other sources any services during any suspension of delivery.
- C. The CONSULTANT agrees to provide to the CITY'S Administrative Agent as defined herein, monthly written progress reports concerning the status of the Project if requested. The CITY'S Administrative Agent may determine the format for this progress report. The CITY shall be entitled at all times to be advised at its request, and in writing, as to the status of Work performed by the CONSULTANT. The CONSULTANT, upon request, will include a Project Schedule update with all written progress reports.
- D. In the event unreasonable delays occur on the part of the CITY or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the CONSULTANT which delay the Project Schedule completion date, the CITY'S Administrative Agent shall not unreasonably withhold the granting of an extension of the Project Time limitation equal to the aforementioned delay.

X. PERSONAL SERVICES: ASSIGNMENT

The Work and Services provided for herein shall be performed by the CONSULTANT, and no other person shall be engaged upon such Work or Services by the CONSULTANT except upon the written approval of the CITY, provided, however that this provision shall not apply to secretarial, clerical or other similar incidental services needed to assist the CONSULTANT in performance of this Agreement. The CONSULTANT shall not hire City of Arcadia City Councils' employees to perform any portion of the Work or Services provided for herein. Neither this Agreement nor any interest or claims hereunder shall be assigned or transferred by the CONSULTANT to any party or parties, except with the written consent of the CITY.

CONSULTANT agrees that no more than 75% of the dollar value of the Work, excluding printing or other similar ancillary services, shall be performed by any subconsultant(s). The CONSULTANT shall advise the CITY of the identity of subcontractor(s) performing Work prior to the sub-contractor(s) beginning any Work.

XI. **TERMINATION FOR DEFAULT**

The CITY shall be the sole judge of nonperformance, which shall include any failure on the part of the CONSULTANT to accept the award, to furnish required documents, and/or to fulfill any portion of this Agreement within the time stipulated.

Upon default by the CONSULTANT to meet any term of this Agreement or related Exhibit, the CITY will notify the CONSULTANT, providing three (3) days (weekends and holidays excluded) to advise the CITY of its plan for corrective action to remedy the default. The corrective action plan must be accepted by the CITY. Failure on the CONSULTANT'S part to correct the default within the approved time period shall result in the Agreement being terminated and the CITY notifying in writing the CONSULTANT of the effective date of the termination. The following shall constitute an act of default:

1. Failure to perform the Work required under the Agreement and/or within the time required or failing to use the sub-consultants, entities, and personnel as identified and set forth, and to the degree specified in the Agreement.
2. Failure to begin the Work under this Agreement within the time specified.
3. Failure to perform the Work with sufficient workers to ensure timely completion.
4. Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Agreement.
5. Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the successful firm incapable of performing the Work in accordance with and as required by the Agreement.
6. Failure to comply with any of the terms of the Agreement.
7. Failure to pay sub-consultants or others pursuant to Work done under this Agreement.

In the event of default, the CONSULTANT shall pay any damages sustained by the CITY including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the CITY after costs are claimed and allowed. All documents prepared by the CONSULTANT in connection with this Agreement will be the property of the CITY.

The CITY shall authorize payment to the CONSULTANT, the costs and expenses for Work performed by the CONSULTANT prior to receipt of the Notice of Termination; however, the CITY may withhold from amounts due the CONSULTANT such sums as the Administrative Services Director deems to be necessary to protect the CITY against loss caused by the CONSULTANT because of the default.

XII. **TERMINATION FOR CONVENIENCE**

- A. The CITY reserves the right to cancel this Agreement by written notice to the CONSULTANT effective the date specified in the notice, for any of the following reasons:
1. The CITY has determined that such cancellation will be in the best interest of the CITY.
 2. Funds are not available to cover the cost of the Services. The CITY'S obligation is Contingent upon the availability of appropriate funds.

The Purchasing Manager shall give written notice of the termination to the CONSULTANT specifying the reason for the Agreement termination and when termination becomes effective.

The CONSULTANT shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the CONSULTANT will stop Work to the extent specified.

The CITY shall pay the CONSULTANT under following conditions:

1. All costs and expenses incurred by the CONSULTANT for Work accepted by the CITY prior to the CONSULTANT'S receipt of the Notice of Termination.

Anticipatory profit for Work and Services not performed by the CONSULTANT shall not be allowed.

If, after Notice of Termination of the CONSULTANT'S right to proceed under the provisions of this clause, it is determined for any reason that the CONSULTANT was not in default under the provisions of the Agreement, the CITY may at its option, agree to reinstate the Agreement allowing for project completion.

Neither the CITY nor the CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

Neither party shall, however be excused from performance if non-performance is due to forces, which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations under this Agreement.

- B. Convenience. The CITY reserves the right to cancel this Agreement if the cancellation is in the best interest of the CITY for its own convenience.
- C. In addition to termination, if during the term of the Agreement, the CONSULTANT should refuse or otherwise fail to perform any of its obligations under the Agreement, the CITY reserves the right to:
 - 1) Obtain the services from another CONSULTANT, and/or 2) suspend the CONSULTANT from bidding for a period of twenty-four (24) months on other CITY Solicitations or Requests for Proposals. In the event the CITY has not terminated the Agreement and there remains a dispute with the CONSULTANT, the CONSULTANT may agree at the CITY'S request to continue to operate and perform under the terms of the Agreement while such dispute is pending and further agrees that, in the event a suit is filed for injunction or other relief, it will determine if it shall continue to operate until the final adjudication of the suit by the CITY unless otherwise requested by the CITY.

XIII. **MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any material change in the Scope of Services or any increase in the compensation for the services, the CITY and the duly authorized representative for the CONSULTANT shall agree in writing to this change. All changes shall be in accordance with the requirements of the City of Arcadia Purchasing Policy.
- B. Any reference to a specific chapter of the Florida Statutes in this Agreement shall incorporate that law by reference and made a part of this Agreement.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Florida and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in DeSoto County, Florida. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- D. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- E. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if personally delivered or sent by the parties via United States certified mail, postage paid.

- F. The CONSULTANT shall keep books, records, and accounts of all activities related to the performance of this Agreement in compliance with generally accepted accounting procedures. All document, papers, books, records, and accounts made or received by the CONSULTANT in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY.
- G. It is possible that during the course of and subsequent to the termination of this Agreement, the CONSULTANT may desire to publish certain results of scientific, technical or general interest study originating under or existing by virtue of this Agreement in, or by means of journals, magazines, newspapers, radio broadcasts, or other media of communication. The CONSULTANT shall not, without the written approval of the CITY, disclose to others, publish or authorize anyone to publish any technical or confidential information acquired in the course of doing Work or rendering Services under this Agreement unless required by Chapter 119, Florida Statutes.
- H. Captions and paragraphs are added for the mere convenience of the parties. Both parties have had an opportunity for legal review prior to signing this document. This Agreement shall not be construed more strictly against the party responsible for the primary drafting of the document.
- I. In the event of litigation, attorney fees shall be awarded to the prevailing party, including any and all attorney fees incurred by virtue of appellate review.

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Arcadia
 23 N. Polk Ave.
 Arcadia, FL 34266
 Attention: Purchasing Department
 Phone: (863) 494-4114 Fax: (863) 494-4623 Email: ddavis@arcadia-fl.gov

With a copy to: City Attorney
 C/o Swayne and Harris
 425 S. Commerce Ave.
 Sebring, FL 33870

And if sent to the CONSULTANT shall be mailed to:

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONSULTANT, and one to the CITY CLERK for filing in the official records.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ 2018.

CITY CLERK

CITY OF ARCADIA, FLORIDA

Attest: _____
 Penny Delaney, City Clerk

By: _____
 Judy Wertz-Strickland, Mayor

Consultant Witnesses:
 (2 REQUIRED)

Consultant: _____

Witness: _____
 Name (Print)

 Business Name

Signature

Witness: _____
Name (Print)

Signature

APPROVED AS TO LEGAL FORM FOR THE RELIANCE
OF THE CITY OF ARCADIA ONLY:

THOMAS J WOHL, CITY ATTORNEY

By: _____
Signature

Print Name and Title