

<p><u>DELIVER TO:</u> City of Fort Pierce, Purchasing Division, Room 101 100 North U.S. #1 Fort Pierce, FL 34950</p> <p><u>MAIL TO:</u> City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480</p>	<p>REQUEST FOR QUALIFICATIONS</p> <p>and</p> <p>QUALIFICATIONS ACKNOWLEDGMENT</p>
<p>Bid Writer: Latonya Hubbard, 772-467-3102</p>	<p>RFQ No: 2019-027</p>
<p>Pre-Bid Conference Date: N/A</p>	<p>RFP Title: PROFESSIONAL ENGINEERING SERVICES</p>
<p>Pre-Bid Location: N/A</p>	<p>RFP Opening Location: Purchasing Division, Room 101 100 North U.S. #1 Ft. Pierce, Florida 34950</p>
<p>Proposal Due Date & Time: 3:00 PM, TUESDAY, NOVEMBER 5, 2019</p>	<p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p>
<p>Proposer Name: ----- Mailing Address: ----- ----- ----- -----</p>	<p><i>I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.</i></p> <p>X _____ Authorized Signature (Manual)</p>
<p>City, State, Zip Code:</p>	<p>Typed or Printed Name:</p>
<p>Type of Entity (Place a check or X): ___ Corporation ___ Partnership ___ Proprietorship</p>	<p>Title:</p>
<p>Incorporated in the State of: Year:</p>	<p>Delivery in _____ days, ARO</p>
<p>Phone Number:</p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number:</p>	<p>FEIN or SS Number:</p>
<p>E-Mail Address:</p>	<p>Local Business: ___ Y ___ N MWBE: ___ Y _____N</p>
<p>Bid Security is attached, when required, in the amount of \$ _____</p> <p style="text-align: center;">F.O.B. DESTINATION</p>	<p>If returning as a "No Bid" state reason:</p>

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

TABLE OF CONTENTS

SECTION I – GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS	1
1 GENERAL INFORMATION.....	1
2 DELAYS	1
3 EXECUTION OF PROPOSAL	1
4 NO BID	1
5 PROPOSAL OPENING	2
6 TAXES.....	2
7 DISCOUNTS	2
8 MISTAKES	2
9 INVOICING AND PAYMENT	2
10 DELIVERY.....	3
11 ADDITIONAL TERMS AND CONDITIONS	3
12 INTERPRETATION	3
13 ADDENDUM.....	4
14 DISPUTES.....	4
15 CONFLICT OF INTEREST	4
16 LEGAL REQUIREMENTS	4
17 DRUG FREE WORK PLACE	4
18 MINORITY/WOMEN OWNED BUSINESS ENTERPRISE	5
19 PUBLIC ENTITY CRIMES	5
20 AWARD	5
21 EEO STATEMENT	5
22 CONTRACTUAL AGREEMENT	5
23 GOVERNMENTAL RESTRICTION	6
24 PATENTS AND ROYALTIES.....	6
25 ADVERTISING	6
26 ASSIGNMENT.....	6
27 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH	6
28 FACILITIES	6
29 REPRESENTATION.....	7
30 DISQUALIFICATION OF PROPOSER	7
31 ADJUSTMENTS/CHANGES/DEVIATIONS.....	7
32 INSURANCE	7
33 PUBLIC RECORDS.....	7
34 PROPOSAL PREPARATION COSTS	8
35 COOPERATIVE PURCHASING	8
SECTION II– REQUIRED LIMITS OF INSURANCE.....	9
INSURANCE REQUIREMENTS.....	9
SECTION III – INSTRUCTIONS TO PROPOSERS.....	13
1 QUALIFICATION OPENING.....	13
2 INQUIRIES/QUESTIONS	14
3 TERM OF CONTRACT	14
4 MINORITY PARTICIPATION AND OUTREACH PROGRAM	14
5 CERTIFICATE OF INSURANCE	14

6	BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)	14
7	W-9 TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION FORM	14
8	PURCHASING CARD PROGRAM	15
SECTION V – STATEMENT OF WORK.....		16
1	PURPOSE	16
2	SCOPE OF SERVICES	16
3	PROJECT ASSIGNMENT	17
4	CONSULTANT LIABILITY	18
SECTION VI – INSTRUCTIONS FOR PREPARING PROPOSALS.....		19
1	QUALIFICATIONS FORMAT	19
2	SELECTION AND EVALUATION CRITERIA.....	20
SECTION VII – FORMS		26
1	DRUG FREE WORK PLACE FORM.....	25
2	REFERENCE FORM	26
3	W-9 TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION FORM	27
4	CHECKLIST	28
<u>ATTACHMENT</u>		
	SAMPLE CONTRACT	32

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit six (6) complete sets (one [1] original and five [5] copies) of their proposal complete with all supporting documentation. **SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER.** Proposals which do not comply with the requirements may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by proposers and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. **PROPOSAL OPENING**

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any proposal. It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by facsimile, telegram, or telephone is not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals. Proposal tabulations will be furnished on the web site: <http://www.purchasing.ci.fort-pierce.fl.us>.

6. **TAXES**

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. **DISCOUNTS**

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

8. **MISTAKES**

- a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.
- b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. **INVOICING AND PAYMENT**

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or

purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.
- c. The invoice shall contain the Proposer’s Federal Employer Identification Number (F.E.I.N.).

10. **DELIVERY**

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. **ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer’s authorized signature on the Proposal Form attests to this.

12. **INTERPRETATION**

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual

services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services “convicted vendor” list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliated on the “convicted vendor” list for a period of thirty-six (36) months from the date that person or affiliate was placed on the “convicted vendor” list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, “All or None”, or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be born by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona

vide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's/FPUA's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Upon award recommendation or ten days after opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the Proposal, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

34. PROPOSAL PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposer's should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

REQUIRED LIMITS OF INSURANCE

ENGINEER shall be responsible for all damage to person and or property resulting from its negligent acts, intentional wrongful acts, reckless acts, errors or omissions or those of their subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

ENGINEER shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. Until such insurance is no longer required by this Contract, ENGINEER shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

As evidence of compliance with the insurance required herein, ENGINEER shall furnish CITY with one of the following forms of acceptable evidence of insurance:

- (a) A fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also:
 - A copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of CITY and CITY's members, officials, officers and employees as additional insureds in the Commercial General Liability coverage; and
 - A copy of the actual endorsement for each required policy which provides that the CITY will be given no less than thirty (30) days advanced written notice of any cancellation of the policy(ies), signed by an authorized representative of the insurer(s);
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to the CITY.

All policies providing the insurance required herein shall be endorsed to provide that the insurer will provide the CITY with no less than thirty (30) days advance written notice for any change, cancellation or non-renewal of the policy.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to the CITY, if requested to do so by the CITY, ENGINEER shall, within thirty (30) days after receipt of a written request from the CITY, provide the CITY with a certified, complete copy of the policies of insurance providing the coverage required herein.

Workers' Compensation/Employer's Liability Insurance - Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as

filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements, endorsements other than those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e. mandatory endorsements). The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$ 1,000,000	Each Accident
	\$1,000,000	Disease - Policy Limit
	\$1,000,000	Disease - Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with the CITY, and its members, officials, officers and employees scheduled thereon.

General Liability Insurance-Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The CITY and its officials, officers and employees shall be included as an "Additional Insured" on forms no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization) and ISO CG 20 37 (Additional Insured – Owners, Lessees, or Contractors – Completed Operations). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Silica, asbestos, or lead
- Sexual molestation

Automobile Liability Insurance-Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, other than those which are required by the State of Florida, or those which under an ISO filing,

must be attached to the policy (i.e. mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

Professional Liability Insurance-Such insurance shall be on a form acceptable to the CITY and shall cover ENGINEER for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Claim/Annual Aggregate

If ENGINEER subcontracts any of the work, ENGINEER shall either include the Subcontractors in ENGINEER's coverage or require the Subcontractors to maintain Professional Liability coverage as described herein.

The insurance may be subject to a deductible not to exceed \$10,000 per claim.

The insurance provided by ENGINEER shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Council shall be excess of, and shall not contribute with, the insurance provided by ENGINEER.

DEDUCTIBLE OR SELF-INSURED RETENTION PROVISIONS:

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the CITY hereunder, no deductible or self-insured retention for any required insurance provided by the ENGINEER, pursuant to this Agreement, will be allowed. To the extent there is any deductible or self-insured retention applicable to any required insurance, ENGINEER shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the CITY, or its members, officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of ENGINEER or any Subcontractor of the ENGINEER to the CITY or its members, officials, officers or employees. Any remedy provided to the CITY or its members, officials, officers or employees by the insurance provided by the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of ENGINEER) available to the CITY or its members, officials, officers or employees under this Agreement or otherwise.

Neither approval by the CITY nor failure to disapprove insurance furnished by ENGINEER shall relieve ENGINEER from responsibility to provide insurance as required by this Agreement.

ENGINEER shall deliver to the CITY the required certificate(s) of insurance and endorsement(s) before the CITY signs this Agreement.

ENGINEER'S failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another consultant or consultants, without the CITY incurring any liability to ENGINEER.

At its sole discretion, the CITY may obtain or renew ENGINEER'S insurance, and the CITY may pay all or part of the premiums. Upon demand, CONSULTANT shall repay CITY all monies paid to obtain or renew the insurance. The CITY may offset the cost of the premium against any monies due ENGINEER from the CITY.

The ENGINEER shall furnish to the CITY Certificates of Insurance allowing thirty (30) days notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(ACCORD) "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the CITY fifteen (15) days prior to the renewal date.

Certificates of Insurance must be completed as follows:

1. Certificate Holder

**City of Fort Pierce
Attn: Risk Manager
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480**

2. Additional Insured for General Liability

City of Fort Pierce and its officials, officers and employee

SECTION III

INSTRUCTIONS TO PROPOSERS

1. QUALIFICATION OPENING

- 1.1 Qualifications are due on or before **3:00 PM, Tuesday, November 5, 2019**. Six copies of sealed bids (one original and five copies) shall be mailed or delivered to:

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to biddesk@city-ftpierce.com or on the web site of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (<http://www.cityoffortpierce.com/187/Purchasing>).

Any qualifications received after the designated time and date listed above will be returned unopened.

- 1.2 All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, "No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award.**"
- 1.3 As provided in the request for qualifications, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.

2. INQUIRIES/QUESTIONS

2.1 All inquiries shall be in a written format and addressed to the City Engineer with a copy to the Purchasing Manager:

TO

Jack Andrews
City Engineer
P.O. Box 1480
Fort Pierce, FL 34954-1480
Fax: 772-460-6847
Email: jandrews@cityofftpierce.com

COPY TO

Gelencia Carter
Purchasing Manager
P.O. Box 1480
Fort Pierce, FL 34954-1480
Fax: 772-467-3848
Email: biddesk@city-ftpierce.com

2.2 No inquiries will be received no later than, **5:00PM, Monday, October 28, 2019.**

3. TERM OF CONTRACT

The term of this agreement shall for a period of two years with three one year renewal options which may be renewed on an annual basis if mutually agreed to in writing by City and the Contractor, subject to the same terms and conditions set forth in this Contract.

4. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

5. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section III of the specifications.

6. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

7. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal.

8. PURCHASING CARD PROGRAM

- 8.1** The City has implemented a **Purchasing Card Program**. The selected Proposers(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).
- 8.2** Proposers are requested to state on the Schedule and Statement of Work, see selection F, page 19, if they will honor the VISA Purchasing Card. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI (after receipt of invoice).

SECTION IV

STATEMENT OF WORK

1. **PURPOSE**

The City of Ft. Pierce is accepting qualification statements from engineering firms to perform services for the City's Capital Improvement Program, Emergency Drainage projects, and FDOT Joint Participation projects. The selection procedure will be in accordance with the requirements of Chapter 287.055, Florida State Statutes, as amended. A maximum of **four (4)** consultants will be selected to provide services on a project-by-project basis. Selection for continuing engineering services does not guarantee assignment to any project or any services. The City of Ft. Pierce retains the right to negotiate with any firm on any project, whether or not the firm is one with which we have a present contract. Definition of specific services, selection criteria and project assignment methodology are included in the Scope of Services.

2. **GENERAL SCOPE OF SERVICES**

Services may be assigned, but not limited, to any of the following areas:

- Boundary and Topographic, Right-of-Way, Utility, and Easement Surveys
- Paving, Drainage, and Roadway Improvements
- Stormwater Management Design
- FDOT Roadway and Enhancement Project Design
- Local Park Improvement Design
- Marine Design Services
- Traffic Engineering
- State and Federal Permitting Services
- Special Services such as Feasibility Studies and Planning
- Construction Contract Administration
- Construction Engineering and Inspection

SERVICES

Services must comply with FDOT requirements when provided for FDOT funded projects. Services for all projects may include, but not limited to, the following types of work:

- a. **Survey Services**
Boundary and Topography, Right of Way, Utility, and Easement Surveys.
- b. **Design Services**
Street improvements, stormwater management models, pavement, pedestrian facilities, traffic marine design traffic engineering, contract and design documents, specifications with all associated studies, reports, mapping and details.

- c. **Construction Services**
Construction services for all projects may include conducting and/or attending preconstruction meetings, review of shop drawings, preparation of change orders, construction contract administration, and construction engineering and inspection services. The City of Ft. Pierce may provide field inspection during construction. Construction services for FDOT funded projects must follow FDOT guidelines. Some additional engineering services may be required during the course of construction.

- d. **Special Services**
Preparation of applicable easements, R/W acquisition documents and process, project permits, project cost estimation and bid documents. Preparation or procurement of operation and maintenance manuals. Services dictated by the needs of the particular project scope.

3. **PROJECT ASSIGNMENT**

Consultant(s) selected for these projects will be utilized on an as needed basis depending on needs of City and available funding.

Each project will require the selected consultant(s) begin contract negotiations for the specific project within fourteen (14) calendar days after first being notified by the City. The City shall negotiate the contract with one of the consultant on the rotating basis for a compensation the City determines is fair, competitive and reasonable. Should the City be unable to negotiate a satisfactory contract with the consultant at a price the City determines to be fair, competitive and reasonable, negotiations with that consultant will terminate and the City will undertake contract negotiations with the next consultant. Negotiations will continue with consultants until a fair, competitive and reasonable contract price is agreed.

Approval of the project scope, services and fees may require action by the Fort Pierce City Commission prior to the authorization to proceed.

The consultant will be required to commence work within fourteen (14) calendar days after authorization to proceed. If the consultant fails to commence work within the fourteen (14) days without reasonable cause, the City of Ft. Pierce will have the right to seek another consultant to work on the project and move the consultant delaying the commencement of the project to the bottom of consultant list. The City of Ft. Pierce shall have the right to terminate any contract if the consultant fails to commence work on any project or fails to perform in a timely and efficient manner.

4. CONSULTANTS LIABILITY

Nothing contained herein or in the agreement for professional engineering services dated, or in any agreements with contractors, shall be deemed to excuse the engineer from responsibility to the owner for defects in the plans or where the engineers (consultants) are observing or inspecting the work, from defective work or materials about which they knew or should have known, and as to which they failed to advise the owner in writing.

SECTION V

INSTRUCTIONS FOR PREPARING QUALIFICATIONS

1. QUALIFICATIONS FORMAT

- A. TYPE OF CONTRACT.** The agreement to be entered into as a result of the selection procedure will be a “not-to-exceed” contract. Payment will be made in accordance with terms agreed upon during contract negotiations.
- B. FORMAT.** All written material submitted in response to this request should be typed and double spaced. Elaborate brochures and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.
- C. LIMITATION.** This request for qualifications does not commit the City of Ft. Pierce to award a contract, or to pay any costs incurred in the preparation of the same. The City of Ft. Pierce reserves the right to negotiate with all qualified sources, and to cancel, in part or in its entirety this request for qualifications, if it is in the best interest of The City of Ft. Pierce. The City of Ft. Pierce shall require the selected consultant(s) to participate in negotiations and to submit technical or other revisions to their proposals as may result from negotiations.
- D. CONTRACT COMPLETENESS.** The City of Ft. Pierce may select a consultant based solely upon the qualifications received without discussions with the consultant who prepared the proposal. Each request should, therefore, be as clear and self-explanatory as possible. The City of Ft. Pierce reserves the right to request additional data in support of written qualifications and will be seeking the most favorable terms from a technical and staffing viewpoint.
- E. PERIOD OF QUALIFICATIONS.** The consultants selected may perform services for City projects on the rotating basis as funds become available for said projects, for a period of two (2) years. This agreement may be renewed up to three (3) additional one (1)-year periods on terms and conditions which are mutually acceptable to the parties.
- F. SCHEDULE AND STATEMENT OF WORK.** The selected consultant(s) must submit a detailed monthly schedule of performance for the specified project time periods. Additionally, the estimated man hours required for each task of the project by type of expertise required and the availability of all technical staff members and subcontractors of the project, by percent of time, shall be included.
- G. CONSULTANT’S AUTHORIZED SIGNATURE.** The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address and telephone number of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

2. EVALUATION CRITERIA

Prospective consultants are advised that the selection of a consultant for contract award will be made after careful evaluation of qualifications. The City of Ft. Pierce shall be the sole judge of its own best interests, the qualifications, and the resulting negotiated agreement. Evaluation criteria will include, but will not be limited to the following:

- a. The degree to which the consultant demonstrates an understanding of the history, user needs and technical aspects of the RFQ, the degree of responsiveness of the proposal to the RFQ requirements and the probable effectiveness of the proposed program.

Maximum of 20 points

- b. The consultant's ability to show: state-of-the-art creativity and practicality in attempting to meet the objectives of this request, in a timely manner; specific personnel capabilities(training and experience); communication skills, and a commitment to a program of quality assurance.

Maximum of 30 points

- c. History of demonstrated compliance with agreed upon milestones, budgets, and the ability to work in a multi- disciplinary mode, especially for governmental bodies. Opinions of past, or current, project sponsors regarding the candidate's general ability or performance in projects.

Maximum of 20 points

- d. No unresolvable conflict of interest (according to government policies and definitions).

Maximum of 10 points

- e. Past claims of Errors and Omissions and how they were resolved.

Maximum of 10 points

- f. Location of firm's office in reference to the City of Fort Pierce.

Maximum of 10 points

The City of Ft. Pierce will use an in-house evaluation team that will rate and select consultants. Interviews and presentations may be scheduled.

3. **SELECTION CRITERIA**

Engineering firms desiring to be considered for a contract to perform services for and on the behalf of the City of Fort Pierce must provide information and documentation for each of the following:

Services may be assigned but not limited to any of the following areas:

- Evidence of license to perform professional engineering services in the State of Florida.
- Evidence of FDOT Qualified Consultant with related LAP training.
- Willingness to meet time and budget constraints.
- Documentation on whether the firm is certified as a Minority Business Enterprise and documentation that the firm is an Equal Opportunity Employer.
- Provide a list of projects, large and small, presently under contract with location, description of services, construction cost estimate, schedule commitments, client names, consultant and FDOT Project Managers.
- List of design projects, large and small, completed within the last two (2) years, to include FDOT projects, with location, description of services, project schedule compliance, final construction cost, client names and Project Managers.
- How familiar the firm is with the City of Ft. Pierce and FDOT projects in relation to project design requirements, standards and the approval process.
- Client references for projects completed.
- Description of the firm's professional credentials and experience of individual staff members that will be assigned to projects.

4. **SELECTION PROCEDURE**

A Selection/Negotiation Committee (SNC) shall be responsible for short-listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

For project specific RFQ's, staff reserves the right to negotiate an agreement with the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award.

The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City to best serve the public interest of the City.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission. **The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.**

Laws of the State of Florida shall govern any contract resulting from this RFQ. The selected Vendor(s) will also be required to comply with all applicable laws, ordinances, rules, regulations and contract provisions.

5. **REJECTION CRITERIA**

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- Not all questions, instructions, and forms in the Qualification package have been properly completed;
- The RFQ response is found to have concealed or contained false and/or misleading information;
- The City did not receive the RFQ package prior to the submittal deadline;
- Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;
- All forms included with the application were not signed and/or submitted;
- The Qualification package signature page is not properly executed; and/or
- Completed Project Specific Reference forms are not returned with proposal.

6. **WAIVERS**

The City in its sole discretion, reserves the right to reject any and all qualifications, accept any qualification packages or any combination of qualifications or waive any minor irregularity or technicality in qualifications received and may, at its sole discretion, request a re-qualification, when in its sole judgment, it will best serve public interest.

7. **EVALUATION METHODOLOGY**

The City will assemble an evaluation and selection committee comprised of staff and additional if necessary. This committee shall evaluate the qualifications and

may recommend the top ranked firms for oral presentations. The committee shall evaluate the qualifications based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Scope of Services with and including proof of insurance as described herein; and other requirements as required by the City.

The City reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The City's decisions will be final.

Failure to respond to all of the questions in the RFQ package shall result in the submittal being considered non-responsive. In order for the City to make a determination on qualifications, **a complete package must be submitted.**

Do not submit resumes in lieu of completing these portions of the RFQ.

If you propose to joint venture or use outside professional services for any of the project requirements all such information must be included in the Submittal Package. Do not have individual "team" firms send in their own submittals.

All firms must be clearly identified in your submittal, and their ability to perform assigned responsibilities must be demonstrated.

8. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

SECTION VI FORMS



DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business=s 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. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify 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. Impose a sanction on, or require 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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number : : : : : :	OR Employer identification number : : : : : :
---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check “Yes” or “No” to each of the following:
NO

YES

Is Request for Qualifications cover page (page 1) completed, signed and Attached? _____

W-9 Form completed, signed and attached? _____

Include proof of proper licensing as stated in Qualifications documents. _____

Include proof of proper insurance as stated in Qualifications documents. _____

Qualifications envelope is marked accordingly. _____

Is Drug-Free Work Place form signed and enclosed? _____

Are there correct number of Qualifications packages included ?
 (1 original and 5 copies)? _____

Is each Addendum (when issued) signed and included? _____

PLEASE SIGN AND RETURN WITH BID _____

PROFESSIONAL ENGINEERING SERVICES SAMPLE CONTRACT

RFQ NO. 2019-027



Prepared by:

The City of Fort Pierce Department of Engineering
John R. Andrews, P.E., City Engineer
P.O. Box 1480
Ft. Pierce, FL 34954
(772) 467-3773

AGREEMENT FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

1.	SPECIFIC AUTHORIZATION	32
2.	BASIC SERVICES OF ENGINEER	33
2.1.	Engineering Documents	
2.2.	Study Phase	
2.3.	Preliminary Design Phase	
2.4.	Final Design Phase	
2.5.	Bidding or Negotiating Phase	
2.6.	Construction Phase	
3.	ADDITIONAL SERVICES OF ENGINEER	38
2.1.	General	
4.	CITY'S RESPONSIBILITIES	40
5.	CITY'S DESIGNATED REPRESENTATIVE	41
6.	STANDARD OF PERFORMANCE	41
7.	COMPENSATION	42
8.	INSURANCE	42
9.	INDEMNITY	45
10.	STATUS OF CLAIM	45
11.	NEGOTIATION DATA	45
12.	OWNERSHIP OF DOCUMENTS	46
13.	WORK COMMENCEMENT/PROGRESS/DELAYS	46
14.	TIME IS OF THE ESSENCE	47

15.	STANDARD OF CONTRACT	47
16.	CONFIDENTIALITY	48
17.	SEVERABILITY	49
18.	DEFAULTS, TERMINATION OF AGREEMENT	49
19.	TERMINATION WITHOUT CAUSE	50
20.	NOTICES	50
21.	COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS	51
22.	ASSIGNABILITY	51
23.	GOVERNING LAW	51
24.	ENTIRE AGREEMENT	51
25.	EXHIBIT "A"	53
26.	SPECIFIC AUTHORIZATION FORM	54

This is an AGREEMENT for PROFESSIONAL SERVICES made and entered into between The City of Ft. Pierce, Florida hereinafter designated as "CITY" and _____ hereinafter designated as "ENGINEER", with an office located at _____, the parties agree to professional engineering services and conditions hereinafter stated.

WHEREAS, The OWNER periodically requires PROFESSIONAL ENGINEERING SERVICES, which may be assigned but not limited to any of the following areas consisting of Property, Boundary, Easements, R/W, Topographic and Utility surveys, Paving and Drainage Improvements, Stormwater Management Design, FDOT Roadway and Enhancement Project Design, Traffic Engineering, Special Services such as Feasibility Studies and Planning, Construction Contract Administration, and Construction Engineering and Inspection.

WHEREAS, pursuant to Chapter 287.055 Florida Statutes, and the applicable procurement policies and procedures of the OWNER, the owner has qualified the ENGINEER to provide some or all of said professional engineering services; and

WHEREAS, the ENGINEER, is willing and able to perform such professional engineering services for the OWNER within the basic terms and conditions hereinafter set forth; and

WHEREAS, the *purpose* of this AGREEMENT is not to authorize a specific project but to set forth certain terms and conditions which shall govern and shall be incorporated into subsequent "Specific Authorizations" for specific projects or services as required,

NOW, THEREFORE, in consideration of their mutual covenants as set forth herein, OWNER and ENGINEER agree to the following Terms and Conditions as set forth in Sections 1 through 24 hereof.

SECTION 1

SPECIFIC AUTHORIZATIONS

- 1.1 OWNER may, from time to time at its sole discretion, authorize ENGINEER, in writing, to provide professional services under the terms of this AGREEMENT. Said Authorization will be referred to herein as "Specific Authorization". Each Specific Authorization shall, by mutual agreement, set forth:
1. The scope of services
 2. The deliverables
 3. The time and schedule of performance of appropriate tasks in Microsoft Project or equivalent format
 4. Method and amount of compensation
 5. The provisions of Sections 2 and 3 of the AGREEMENT which are applicable

1.2 The provisions of this AGREEMENT will apply to each and every Specific Authorization unless otherwise agreed to in writing.

2. BASIC SERVICES OF ENGINEER

2.1. ENGINEERING DOCUMENTS

2.1.1. Pursuant to a "Specific Authorization", ENGINEER shall provide for OWNER Professional Engineering Services in connection with a PROJECT to which this AGREEMENT applies as hereinafter provided. The services will include serving as OWNER Professional Representative for the Project, providing professional engineering consultation and advice, and furnishing professional engineering services in accordance with Basic Services of Engineer included hereto, and listed below. Said services are customarily rendered in phases as set forth in this Section:

(LIST OF DOCUMENTS)

2.1.2. ENGINEER shall provide the following deliverables to CITY:

(LIST OF DELIVERABLES)

2.1.3. ENGINEER agrees to apply a percentage of the total fee to the deliverables below:

Property, Boundary, Easement, Right-of-Way, Topographic and Utility surveys.	_____%
Study Phase Completion	_____%
Preliminary Design Phase Completion.	_____%
Final Design Phase Completion.	_____%

2.2. STUDY PHASE

After written authorization to proceed, ENGINEER shall:

2.2.1. Consult with CITY to clarify and define CITY requirements for the Project and review available data.

2.2.2. Advise CITY as to the necessity of CITY providing, or obtaining from others, data or services of the types described in paragraph 3.3, and assist CITY in obtaining such data and services.

2.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve and/or permit the design of the Project and participate in consultations with such authorities.

2.2.4. Provide a general economic analysis of CITY requirements applicable to various alternatives.

2.2.5. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the consideration involved, including applicable requirements of governmental authorities having jurisdiction as aforesaid and the alternative solutions available to CITY and setting forth ENGINEER'S findings and recommendations. This Report will be accompanied by ENGINEER'S opinion of probable costs for the Project, including the following which will be separately itemized:

1. Estimated Construction Cost
2. Allowance for construction engineering costs and contingencies
3. On the basis of information furnished by CITY, allowance for such other items as charges of all other professionals and consultants
4. The cost of land and rights-of-way, if applicable
5. The compensation of damages to properties
6. The interest and financing charges
7. The other services to be provided by others for CITY

The total of all such costs, allowances, etc., are hereinafter called "Total Costs".

2.2.6. Furnish five copies of the Study and Report documents and review them in person with CITY.

2.3. **PRELIMINARY DESIGN PHASE**

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

2.3.1. In consultation with CITY and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

2.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawing and outline specifications.

2.3.3. Advise CITY if additional data or services are necessary and assist CITY in obtaining such data and services.

2.3.4. Based on the information contained in the preliminary design documents; submit a revised opinion of probable Total Project Costs.

2.3.5. Furnish five copies of the above Preliminary Design documents and present and review them in person with CITY.

2.4. FINAL DESIGN PHASE

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

2.4.1. On the basis of the approved Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s), hereinafter called "Drawing", and the Project Specifications.

2.4.2. Furnish to CITY such documents and design data as may be required for, and in the preparation of, the required documents so that CITY may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

2.4.3. Advise CITY of any adjustments to the latest opinion of probable Total Project Cost caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to CITY a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

2.4.4. Unless supplied by the CITY, prepare for review and approval by CITY, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instruction to bidders, and assist in the preparation of other related documents.

2.4.5. Furnish five copies of the above documents and of the Drawings and Specifications and present and review them in person with CITY.

2.5. BIDDING OR NEGOTIATING PHASE

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

2.5.1. Assist CITY in obtaining bids or negotiating proposals for each separate prime contract proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-bid conferences.

2.5.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

2.5.3. Consult with and advise CITY as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

2.5.4. Consult with CITY concerning, and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contract is allowed by the Bidding Documents.

2.5.5. Attend the Bid opening, prepare bid tabulation sheets and assist CITY in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

2.6. CONSTRUCTION PHASE

Include services during the construction Phase, if requested by the CITY and agreed in a "Specific Authorization".

2.6.1. General Administration of Construction Contract. In connection with observations of the work of Contractor(s) while it is in progress:

2.6.2. Visits to Site and Observation of Construction (CEI). In connection with observations of the work of Contractor(s) while it is in progress:

2.6.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine, in general, if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep CITY informed of the progress of the work. ENGINEER's observations shall be for general conformity to the construction contract drawings and specific for the project and shall not relieve the contractor of any of his contractual responsibilities.

2.6.2.2. The Resident Project Representative (and any assistants) will be ENGINEER'S agent or employee and under ENGINEER'S supervision. The duties and responsibilities of the Resident Project Representative (and assistants) shall be set forth in the "Specific Authorization". However, Resident Project Representative's observations shall be for general conformity to the construction contract drawings and specific for the project and shall not relieve the contractor of any of his contractual responsibilities.

2.6.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms to the Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

2.6.4. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarification of the Contract Documents and in connection therewith prepare work directive changes and change orders as required for the city's approval.

2.6.5. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and Compliance Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

2.6.6. Substitutes. ENGINEER shall evaluate and determine the acceptability, with the city's concurrence, of substitute materials and equipment proposed by Contractor(s).

2.6.7 Inspections and Tests. ENGINEER shall have authority, as CITY representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine that their content complies with the requirements of, and the results certified indicate compliance with, the contract Documents).

2.6.8. Disputes between CITY and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work hereunder and make decisions on all claims of CITY and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

2.6.9. Application for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

2.6.9.1. ENGINEER shall determine the amounts owed to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representative to CITY, based on such observations and review, work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract

Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities of such work (subject to any subsequent adjustments allowed by the Contract Documents).

2.6.10. Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents and shall transmit them to CITY with written comments.

2.6.11. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to CITY and the contractor(s) that the work is acceptable (subject to any conditions therein expressed).

2.6.12. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s) work; however, nothing contained herein or in the agreement for professional engineering services in any agreements with contractors, shall be deemed to excuse the ENGINEER from responsibility to the CITY for defects or omissions in the plans or, where the engineers are observing or inspecting the work, from defective work or materials about which they knew or should have known, and as to which they failed to advise the CITY in writing.

3. ADDITIONAL SERVICES OF ENGINEER

3.1. GENERAL

If requested by CITY and agreed to in a "Specific Authorization" ENGINEER will furnish or obtain from others Additional Services of the following types which are not considered normal, customary or included in the Basic Services of Engineer. These services may include, but are not necessarily limited to he following:

3.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

3.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawing or other information furnished by CITY.

3.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, CITY's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

3.1.4. Providing renderings or models for CITY's use.

3.1.5. Preparing documents for alternate bids requested by CITY Contractor(s) work which is not executed, or documents for out-of sequence work.

3.1.6. Investigation and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project: evaluating processes available for licensing and assisting CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by CITY.

3.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, sanitary, environmental, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.5. when CITY employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.5.

3.1.8. Services during out-of-town travel required of Engineer other than visits to the site or CITY's office as required by Section 1.

3.1.9. Assistance in connection with bid protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services.

3.1.10. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

3.1.11. Preparing to serve or serving as a consultant or witness for CITY in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultation which is included as part of Basic Services under paragraphs 1.2.3. and 1.4.2.).

4. CITY'S RESPONSIBILITIES

CITY shall do the following in a timely manner so as not to delay the services of ENGINEER:

4.1. Provide all criteria and full information as to CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance, requirements, flexibility and expandability and any budgetary limitations; and furnish copies of all design and construction standards which CITY will require to be included in the Drawings and Specifications.

4.2. Assist ENGINEER by placing at ENGINEER's disposal available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4.3. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, the following:

4.3.1. Data prepared by or services of others not included in the "Basic Services by Engineer", including without limitation borings, probing and subsurface exploration, hydrographic surveys, laboratory test and inspections of samples, materials and equipment;

4.3.2. Environmental assessment and impact statements;

4.3.3. Property, boundary, easement, right-of-way, topographic and utility surveys; when not required under "Basic Services by Engineer"

4.3.4. Property descriptions, and R/W acquisition documentation; and

4.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this AGREEMENT.

4.5. When not included in Basic Services of Engineer, attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

4.6. Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

4.7. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in Section 2 of the AGREEMENT or other services as required.

5. CITY'S DESIGNATED REPRESENTATIVE

5.1. It is understood and agreed that the CITY designates the City Engineer or his assigned representative to represent the CITY in all technical and administrative matters pertaining to and arising from the work and performance of this contract.

5.2. The authority of the representative shall include, but not be limited to, the following:

5.2.1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the ENGINEER and rendering, in writing, decisions pertaining thereto within a reasonable time so as not to materially delay the work of the ENGINEER and approval of Contractor's applications for payment.

5.2.2. Transmission of instructions, receipt of information, interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this contract.

5.2.3. Give prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of any defects or changes necessary in the project.

6. STANDARDS OF PERFORMANCE

6.1. ENGINEER represents to the CITY that the services to be performed under this AGREEMENT shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in ENGINEERS' trade in general and that ENGINEER shall conform to this AGREEMENT.

6.2. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. ENGINEER shall correct any such deficiencies without additional compensation or cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY-furnished information.

6.3. ENGINEER shall be familiar with CITY's Standard Details and Specifications and other relevant CITY regulations. ENGINEER shall insure there are no conflicts among the Contract Documents including, but not limited to, the CITY's General and Supplementary Conditions for Construction Contracts, the plans and specifications prepared by ENGINEER, any standard details or specifications incorporated therein by reference, and the Construction Contract.

6.4. Correction of Mistakes. ENGINEER shall be responsible for the completeness and accuracy of the work prepared or compiled under ENGINEER'S obligation for this project and shall correct, at ENGINEER'S expense, all errors or omissions therein which may be disclosed. Correction of errors disclosed and determined to exist during any construction

of the project on architectural or engineering drawings and specifications shall be accomplished by ENGINEER. The cost of the design necessary to correct those errors attributable to ENGINEER and any damage incurred by CITY as a result of additional construction costs caused by such engineering or architectural errors shall be chargeable to ENGINEER and shall not be considered a cost of the Work. The fact that CITY has reviewed or approved ENGINEER'S work shall in no way relieve ENGINEER of any of its responsibilities.

7 COMPENSATION

7.1. Compensation due to ENGINEER shall be within the AGREEMENT or for each "Specific Authorization" for Additional Services, plus reasonable reimbursable expenses specifically including, but not limited to, the following:

1. Reproduction, printed documents and drawings at standard rates.
2. Postage/Federal Express
3. Reasonable traveling and living expenses for personnel, comparable to expenses paid to CITY's employees when traveling on CITY's business.
4. Miscellaneous out-of-pocket expenses.

7.2. Progress payments shall be due and payable monthly in proportion to the percentage of engineering work approved and accepted by the CITY in writing.

8 INSURANCE

8.1 ENGINEER shall be responsible for all damage to person and or property resulting from its negligent acts, intentional wrongful acts, reckless acts, errors or omissions or those of their subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

8.2 ENGINEER shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein ENGINEER shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, ENGINEER shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

8.3 **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE**

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$ 1,000,000	Each Accident
\$1,000,000		Disease - Policy Limit
\$1,000,000		Disease - Each Employee

8.4 **General Liability Insurance**

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

8.5 **Automobile Liability Insurance**

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Occurrence - Bodily Injury and Property Damage Combined
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8.6 **Professional Liability Insurance**

Such insurance shall be on a form acceptable to CITY and shall cover ENGINEER for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence

basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Claim/Annual Aggregate

8.7 The insurance provided by ENGINEER shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Council shall be excess of, and shall not contribute with, the insurance provided by ENGINEER. Except as otherwise specified, no deductible or self-insured retention is permitted.

8.8 Compliance with these insurance requirements shall not limit the liability of ENGINEER. Any remedy provided to the CITY by the insurance provided by the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of ENGINEER) available to the Council under this Agreement or otherwise.

8.9 Neither approval nor failure to disapprove insurance furnished by ENGINEER shall relieve ENGINEER from responsibility to provide insurance as required by this Agreement.

8.10 ENGINEER shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

8.11 ENGINEER'S failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another consultant or consultants, without CITY'S incurring any liability to ENGINEER.

8.12 At its sole discretion, CITY may obtain or renew ENGINEER'S insurance, and CITY may pay all or part of the premiums. Upon demand, CONSULTANT shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due ENGINEER from CITY.

8.13 The ENGINEER shall furnish to the CITY Certificates of Insurance allowing thirty (30) days notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(ACCORD) "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the CITY fifteen (15) days prior to the renewal date.

9 INDEMNITY

9.1 It is expressly understood that the ENGINEER shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY, and its officers, agents, employees, and representatives, from and against any and all liability, losses, damages, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), cost and expenses (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with the ENGINEER performance of this AGREEMENT, (including performance by its agents, employees, sub-contractors or by anyone contractor directly or indirectly employed).

9.2 ENGINEER'S failure to comply with this section's provisions shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement.

10. STATUS OF CLAIM

The ENGINEER shall be responsible for keeping the CITY currently advised as to the status of any claims made for damages against the ENGINEER resulting from services performed under this AGREEMENT. The ENGINEER shall send notice of claims related to work under this AGREEMENT to the CITY. Copies of the notices shall be sent to:

Ft. Pierce Risk Manager
P.O. Box 1480
Fort Pierce, Florida 34954-1480

John R. Andrews, PE
City Engineer
P.O. Box 1480
Fort Pierce, Florida 34954-1480

11. NEGOTIATION DATA

11.1. The ENGINEER hereby certifies that wage rates and other factual unit costs supporting the compensation provided are accurate, complete and current as of the date of negotiation. It is also agreed that said unit costs provided in each hereof shall be adjusted to exclude any significant sums where the CITY shall determine the contract price was increased due to inaccurate, incomplete and non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the date of final billing or acceptance of the work by the CITY, in writing, whichever is later. Records of costs incurred under terms of this contract and each it shall be maintained by

the ENGINEER and made available to the CITY during the period of this AGREEMENT and for one (1) year after final payment is made. Copies of documents and records shall be furnished to the CITY.

12. OWNERSHIP OF DOCUMENTS

12.1. Except as otherwise provided herein, engineering documents, drawings, databases and specifications prepared by ENGINEER as part of the services shall become the property of the CITY, provided, that ENGINEER shall have the right to their use with approval of the CITY. ENGINEER shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the service shall remain the property of the ENGINEER.

12.2. The ENGINEER shall not be liable for any use by the CITY of said documents or data if modified in any manner without written approval of the ENGINEER. The CITY shall not use the ENGINEER's drawings on any project other than the PROJECT unless the CITY notifies the ENGINEER of its intended use, provides insurance protection for the ENGINEER for all claims which might arise out of the CITY's use of the documents, and obtains written consent to the use by the ENGINEER.

13. WORK COMMENCEMENT/PROGRESS/DELAYS

13.1. The services to be rendered by the Engineer shall be commenced subsequent to the execution of the AGREEMENT and upon written Notice to Proceed from the City Engineer. Services will be completed and submitted to the CITY as specified by the AGREEMENT, Basic Services of Engineer and a Schedule of Performance required hereto.

13.2. The ENGINEER agrees to provide a schedule for performance of the contracted services, with milestones for significant elements as agreed by the City Engineer, upon receipt of Notice to Proceed and, thereafter to provide monthly Project Schedule Progress reports. The CITY will be entitled at all times to be advised, in writing, at its request, as to the status of work being done by the ENGINEER and of the details thereof.

13.3. In the event there are delays on the part of the CITY or regulatory agencies as to the approval of any of the plans, permits, and drafts of special provisions submitted by the ENGINEER which delay the Project Schedule completion date, the CITY shall grant to the ENGINEER, in writing, an extension of the contract time equal to the aforementioned delays. If the ENGINEER claims an extension pursuant to this provision, same must claim within ten days of the alleged delay and ENGINEER must furnish appropriate documentation.

13.4. The ENGINEER shall maintain an adequate and competent staff of professional engineers, technicians and support staff personnel within the State of Florida and may

associate with other qualified firms for the purpose of rendering services hereunder without cost to the CITY and upon approval by the CITY. The ENGINEER, however, shall not sublet, assign or transfer any work under this AGREEMENT without the prior written consent of the CITY.

14. TIME IS OF THE ESSENCE

14.1 Time is of the essence in the completion of tasks and services as specified herein. ENGINEER and CITY agree that the completion of all tasks and services specified in this agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

14.2 ENGINEER agrees, as liquidated damages, and not penalty, that CITY shall have the right to deduct or retain sums for such liquidated damages from the ENGINEER'S invoice for services, if ENGINEER is behind schedule and the tasks and services are not completed within the deadline for transmittal to Federal and State Granting agencies under this agreement. ENGINEER and CITY agree that liquidated damages to the CITY shall be in the amount of for each and every calendar day the tasks and services are delayed beyond the time provided for herein.

14.3 In addition to such liquidated damages payable to the CITY, the CITY may also recover from the ENGINEER any amounts paid by the CITY for damages suffered to third parties as a result of ENGINEER'S failure to complete the tasks and services by the agreed upon completion date.

14.4 Liquidated damages are cumulative and additive and represent a reasonable estimate of CITY's expenses for extended delays and administrative costs associated with such delay. In addition to the liquidated damage amounts, there will be additional amounts charged to for all delay damages incurred by CITY as a result of avoidable delays by ENGINEER. These actual delay damages will include, but not be limited to, inspection, engineering services, delay damage settlements or awards, penalties, additional financial costs, and professional fees incurred in connection with such settlements, awards or penalties and fines imposed by regulatory agencies, contract damages and loss of use.

15. STANDARD OF CONTRACT

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

15.2. Standard of Conduct-Conflict of Interest-The ENGINEER covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes (1977, as amended from time to time), as it relates to work performed under the contract, which standards will by reference be made a part of this contract as though set forth in full. The ENGINEER agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

15.3 The CITY reserves the right to cancel and terminate this contract, without penalty, in the event that the ENGINEER or any employee, servant or agent of the ENGINEER is indicted for any crime arising out of or in conjunction with any work being performed by the ENGINEER for or on behalf of the CITY. It is understood and agreed that in the event of such termination all tracings, plans, specifications, maps and data prepared or obtained under this AGREEMENT shall immediately be turned over to the CITY in conformity with the provisions of Section 9 hereof. The ENGINEER shall be compensated for its services rendered up to the time of any such termination in accordance with Section 6 hereof. The CITY also reserves the right to terminate and cancel this contract in the event the ENGINEER shall be placed in either voluntary or involuntary bankruptcy or should an assignment be made for the benefit of creditors.

15.4. ENGINEER shall consider all information provided by CITY and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the ENGINEER's performance of the services to be proprietary unless such information is available from public sources. ENGINEER shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of CITY or in response to legal process.

16. CONFIDENTIALITY

16.1 ENGINEER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to ENGINEER by CITY or other information to which A ENGINEER has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

16.2 ENGINEER shall consider all information provided by CITY and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the ENGINEER's performance of the services to be proprietary unless such information is available from public sources. ENGINEER shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the CITY or in response to legal process.

17. SEVERABILITY

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and

Provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

18. DEFAULTS, TERMINATION OF AGREEMENT

18.1 If the CITY ENGINEER deems that ENGINEER is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform on the services specified in this Agreement, CITY REPRESENTATIVE may give written notice to ENGINEER specifying defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures.

If ENGINEER does not remedy defaults within thirty (30) days or commence steps to remedy default to the reasonable satisfaction of the CITY ENGINEER, CITY may provide for such service from another ENGINEER and may withhold any money due or which may become due to ENGINEER for such task related to the claimed default; or

If after thirty (30) days ENGINEER has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the CITY ENGINEER, CITY may elect to terminate this Agreement

18.2 Notwithstanding, CITY reserves the right and may elect to terminate this Agreement at any time. At such time, ENGINEER would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, takedown, disengagement wind-down or other costs incurred due to termination of this Agreement.

18.3 Neither CITY nor ENGINEER 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.

18.4 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 control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lighting, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses or services required to be provided by either CITY or ENGINEER under this AGREEMENT, strikes, work slowdowns or other labor

disturbances, and judicial restraint. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removal or remediable and which the non-performing party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch.

18.5 The provisions of this Article shall not be interpreted or construed to require ENGINEER or CITY to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The nonperforming 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 of this AGREEMENT.

19. TERMINATION WITHOUT CAUSE

CITY may at any time and for any or no reason, at its convenience, terminate this Agreement or any part of the services to be rendered pursuant thereto by ten (10) day written notice to ENGINEER specifying the termination date. Immediately after receiving such notice, ENGINEER shall discontinue advancing the work under this Agreement and shall deliver to CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by CITY.

20. NOTICES

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a party at the facsimile number set forth below or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should CITY or ENGINEER have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from ENGINEER to CITY shall be given to CITY addressed as follows:

CITY

John R. Andrews, P.E., City Engineer
City of Fort Pierce
Post Office Box 1480
Fort Pierce, FL 34954-1480

21. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

21.1. The ENGINEER shall comply with all Federal, State and Local Laws, Ordinances, Rules and Regulations applicable to the work or payment for work thereof, and shall not discriminate on the ground of race, color, religion, sex, or national origin in the performance of work under this contract.

21.2. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the services. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required any construction unless such responsibilities are specifically assigned to ENGINEER.

22. ASSIGNABILITY

22.1. The ENGINEER shall not assign any interest in this contract, and shall not transfer any interest in the same without the prior written approval of the CITY, provided that claims for the money due or to become due to the ENGINEER from the CITY under this contract may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

23. GOVERNING LAW

23.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in St. Lucie County, Florida.

24. ENTIRE AGREEMENT

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and ENGINEER.

This AGREEMENT (consisting of Pages 1 to 28, inclusive) together with the Exhibit identified above, constitute the entire AGREEMENT between CITY and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as to the day and year first above written.

ENGINEER:

Company

Print Name

Signature

ATTEST:

CITY OF FORT PIERCE

Linda Cox , City Clerk

Linda D. Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Peter Sweeney, Esquire, City Attorney

(END OF SECTION)

SAMPLE

EXHIBIT "A"

SCHEDULE OF HOURLY BILLING RATES

Effective _____, 20____, the following rates are utilized in calculating invoices for services rendered on a time and expenses basis:

Senior Company Officer	\$	.00
Department Head/Senior Project Manager	\$	.00
Project Manager	\$	.00
Senior Engineer	\$	.00
Engineer	\$	.00
Engineering Technician	\$	.00
Draftsperson	\$	.00
Field Representative	\$	.00
Supervising Registered Surveyor	\$	.00
Registered Land Surveyor	\$	.00
Survey Technician	\$	.00
Survey Crew	\$	.00
Secretary	\$	.00
CADD System	\$	.00

SAMPLE

ADDITIONAL SERVICES

SPECIFIC AUTHORIZATION NO.

Pursuant to the provisions contained in the "Agreement for Professional Engineering Services" between the City of Fort Pierce (hereinafter referred to as "CITY") and _____

(Hereinafter referred to as "ENGINEER") dated _____ day of _____, authorizes the ENGINEER to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The CITY desires additional engineering services related to the project known as _____ hereinafter referred to as the "Project".

This Project is ___ is not ___ an FDOT funded project.

Section 1 - Scope of Work

ENGINEER will provide the following services in accordance with this AGREEMENT:

1. R/W location and topography to include all physical features, including utilities above and underground.
2. Stormwater Management Calculations
3. Preliminary Design Drawings
4. Construction Drawings and Details
5. Contract Specifications
6. Permit Application Package(s)
7. Other Services

Section 2 - Deliverables

ENGINEER will provide the following Deliverables to CITY:

1. R/W Location and Topography to include all physical features, including utilities above and underground.
2. Stormwater Management Calculations

3. Preliminary Design Drawings
4. Construction Drawings and Details
5. Contract Specifications
6. Permit Application Package(s)
7. Other Services

Section 3 - Time of Performance

Execution of this AGREEMENT shall constitute Notice to Proceed. ENGINEER and CITY agree to the following schedule:

R/W location & topography : _____
 60% Construction Drawings : _____
 90% Construction Drawings : _____
 100% Construction Drawings : _____
 Final Drawings/Specifications : _____
 Permit Application(s) Package: _____

Section 4 - Method and Amount of Compensation

4.1 CITY will compensate ENGINEER for services under this AGREEMENT in accordance with the payment method as set forth in Section 6 of the AGREEMENT.

4.2 The budget (or fee) for the services is: \$ _____, prorated as follows:

R/W & Location Survey, Topography	____%
Design of Improvements	____%
Construction Drawings & Details	____%
Specifications	____%
Permit Applications	____%

Section 5 - CITY's Responsibilities

5.1 CITY hereby designates City Engineer or designee as CITY's representative pursuant to Section 5 of the AGREEMENT.

Section 6 - Other Provisions

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

IN WITNESS WHEREOF, this AGREEMENT, consisting of _____ pages has been fully executed on behalf of the ENGINEER by its duly authorized officer, and the CITY has the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

ENGINEER:

Firm

Print Name

Signature

ATTEST:

CITY OF FORT PIERCE

Linda Cox, City Clerk

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Peter Sweeney, Esquire, City Attorney

(End of Section)