



***REQUEST FOR
STATEMENT OF QUALIFICATIONS
RSQ 2020-01
CITY OF CRESCENT CITY, FLORIDA***

***PROFESSIONAL SERVICES
FOR
CONSTRUCTION ENGINEERING AND INSPECTION
FOR THE
FDOT MSCOP CENTRAL AVENUE IMPROVEMENTS***

City of Crescent City
3 N Summit St
Crescent City, FL 32112
Phone: (386) 698-2525
Fax: (386) 698-3467
bids@crescentcity-fl.com

Submittals Due: October 5, 2020 by 3:00 pm, Local Time

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



SEALED PROPOSAL • DO NOT OPEN

SEALED PROPOSAL NO: RSQ 2020-01

PROPOSAL TITLE: CEI SERVICES FOR THE FDOT MSCOP
CENTRAL AVENUE IMPROVEMENTS

DUE DATE & TIME: Monday, October 5, 2020 by 3:00 pm

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: **CITY OF CRESCENT CITY
ADMINISTRATION
3 N SUMMIT ST
CRESCENT CITY, FL 32112**

DATE & TIME RECEIVED: _____
(Time to be stamped by City)

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ATTACHMENT "B" – Addendum Acknowledgement

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EXHIBIT "1" - Professional Services Agreement

SECTION 1: ADVERTISEMENT

THE CITY OF CRESCENT CITY ADVERTISEMENT FOR REQUEST FOR STATEMENT OF QUALIFICATIONS FOR PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION FOR FDOT MSCOP CENTRAL AVENUE IMPROVEMENTS RECONSTRUCTION PROJECT RFQ 2020-01

The City of Crescent City, Florida (CITY) is seeking qualification proposals from qualified firms to provide Professional Services as needed and related tasks as described within this Request for Statement of Qualifications (RSQ).

The CITY is seeking Construction Engineering & Inspection (CEI) services with qualified staff and/or sub-consultants for the construction of the FDOT MSCOP Central Avenue Improvements Reconstruction Project. The CITY shall receive funding for this project through the Florida Department of Transportation (FDOT).

CEI services are for the resurfacing approximately 8,800 square yards of existing asphaltic roadway that will include milling, reclamation of the existing structural section, and construction of asphalt system. The project extends along Central Avenue, which crosses US Highway 17. Improvements within the project's limits will be constructed and inspected in accordance with FDOT Standard Specifications for Road and Bridge Construction. All pedestrian facilities shall adhere to current American with Disabilities Act (ADA) standards. Utility coordination will be required.

Interested firms may secure proposal documents and all other pertinent information by visiting the CITY website at www.crescentcity-fl.com/bids.

Interested parties shall submit proposals **no later than Monday, October 5, 2020 at 3:00 PM (local time)**.

The CITY reserves the right to reject any and all proposals, to award all or segments of the project, and to waive any informality in proposals received, all as may be in the best interest of the CITY. Bidder's qualifications must be satisfactory to the CITY. The CITY complies with all federal statutes relating to non-discrimination. Bidder's qualifications must be satisfactory to the CITY. The CITY is an Equal Opportunity Employer, a Drug Free Workplace, and an E-Verify Employer.

SECTION 2: PROJECT INFORMATION

- 2.1 PURPOSE:** The purpose for this Request for Statement of Qualifications (RSQ) is to solicit competitive sealed proposals from qualified firms to provide Professional Services for Construction Engineering and Inspection (CEI) of the FDOT MSCOP Central Avenue Improvements. The City of Crescent City (CITY) shall receive funding for this project through the Florida Department of Transportation (FDOT) and is subject to its requirements.
- 2.2 PROJECT SUMMARY:** The CITY is seeking the services of a professional engineering firm to provide **CEI Services for the FDOT MSCOP Central Avenue Improvements**. The project consists of resurfacing approximately 8,800 square yards of existing asphaltic roadway that will include milling, reclamation of the existing structural section, and construction of asphalt system. The project extends along Central Avenue, which crosses US Highway 17. The selected firm will perform services as listed under the "Scope of Services, attached hereto as Attachment "A", or services not specifically mentioned, but directly related to the project.
- 2.3 PROJECT DOCUMENTS:** The design, bidding, and contractor procurement for the Project has been completed. The Bidding Documents and Awarded Bid is provided as separate attachments for the CEI Firm's review and use in developing the RFQ response.

SECTION 3: INSTRUCTION AND INFORMATION TO PROPOSERS

3.1 Tentative schedule of Selection Process

The CITY's intended schedule is as follows:

Event	Date
Request for RSQ Available	September 4, 2020
Deadline for Questions	September 25, 2020
Proposal Due Date/Opening Date	October 5, 2020
Evaluation/Ranking	October 7, 2020
Recommendation/Award	October 8, 2020
Design Completion	Completed
Estimated Project duration	120 days

These dates are estimates only and the CITY reserves the right, in its sole discretion, to alter this schedule, as it deems necessary or appropriate.

- 3.2 SUBMISSION OF PROPOSALS.** An original and four (4) copies of the proposal plus one (1) copy in electronic format shall be sealed and clearly marked on the outside: **"Request for Qualifications - FDOT MSCOP Central Avenue Improvements Reconstruction Project Engineering Inspection Services, Bid No. 2020-06"**.

To be considered for evaluation, proposers must demonstrate highly relevant experience on similar FDOT projects and each CEI firm shall be pre-qualified by FDOT. Responses to the RFQ must be received by **October 5, 2020, 3 pm** local time, RFQs received after this deadline will not be considered. RFQ packages shall be mailed or hand delivered to the attention of City Manager, at the following address:

City of Crescent City, 3 North Summit Street, Crescent City, Florida 32112

In addition to the information as stated above to be marked on the outside of the envelope, it should also provide the date and time of opening and company name and address.

Note: This Request for Qualifications is a Non-Priced Qualifications-Based Process. Pricing will be Considered During the Negotiation Phase Only.

Due to the current COVID-19 pandemic, the CITY will allow electronic submittals of the RFQ response with an original and 2 (2) copies to follow via mail. All electronic submittals must be sent to City Manager's attention at **bids@cresecentcity-fl.com**. Proposers are responsible for confirming file sizes are sufficient for receipt by the City's e-mail system.

Any electronic submittal that is received by the CITY with a time stamp after the established due date and time will not be considered by the CITY.

- 3.3** Proposers are directed not to contact evaluating members, City Commissioners, Elected Officials, City departments or divisions until award has been made by the Board of City Commissioners. All questions from proposers shall be addressed in writing to the City Manager.
- 3.4** **Additional Information/Addenda**. Any ambiguity, conflict, discrepancy, omissions, or other error discovered in this solicitation must be reported immediately in writing to the jurisdiction and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing by the date listed in **Section 2.1**. Request for additional information or clarifications will be received by letter or email. The request must contain the proposer's name, address, phone number, facsimile number, and email address and addressed to:

**CITY Manager
City of Crescent City
3 North Summit Street
Crescent City, Florida 32112
Phone: 386.698.2525
Email: Bids@cresecentcity-fl.com**

The CITY will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Proposers should not rely on any representations, statements, or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their submission of the proposal. Proposers shall submit the Addendum Acknowledgment form attached hereto as Attachment "B".

3.5 Proposals and Presentation Cost. The CITY will not be liable in any way for any cost incurred by the offerors in the preparation of their proposal in response to the RFQ nor for the presentation of their proposals or participation in any discussions or negotiations.

3.6 PROPOSAL – STATEMENT OF QUALIFICATIONS SUBMITTAL FORMAT.

To facilitate and expedite review, the CITY asks that all proposers follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the CITY's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

Introduction

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. The cover letter should contain the following:

- A brief statement of the proposers understanding of services to be provided under this contract.
- The name, title, phone number, fax number, e-mail address, and street address of the person in the consultant's organization who will respond to questions about the proposal.
- Highlights of the consultant's qualifications and ability to perform the project services.

The table of contents should follow the cover letter.

Table of Contents

Include a clear identification of the material included in the proposal by page number.

Tab 1 – Consultant Profile

Please provide the following information about your firm:

- a. Provide a brief description of your firm's organization, structure, and philosophy.
- b. Provide firm's background and years of experience.
- c. Number of employees.
- d. The location of office(s) and identify the office(s) that would provide the project services.
- e. Describe any significant or unique awards received or accomplishments in previous, similar projects.

Tab 2 – Qualifications and Experience

Please provide the following information regarding your firm's qualifications and experience:

- a. Describe your firm's ability to provide quality, cost effective, CEI services.
- b. Describe experience and expertise of the firm on similar projects.
- c. Demonstrate your firm's ability to communicate, work effectively in a group and build consensus with staff, elected officials, board, committees, and the public.
- d. Describe experience regarding project budgets and schedules, and your firm's demonstrated ability to meet both.

Tab 3 – Staff Qualifications and Project Team – Start the section by introducing the designated project manager and the project team. Include a project team organizational chart.

Then, for each key person that would be assigned to the project, include:

- a. A one or two-page resumé that includes a summary of relevant professional qualifications, relevant project experience, education, and professional registration.
- b. Include a copy of current Department of Business and Professional Regulation License for each key person with a professional registration.
- c. Describe the services the individuals will provide to the CITY.
- d. Contact information.

For the project team:

- a. Describe the responsibilities of the management and staff personnel that will perform work on the Project; describe methods employed to ensure prompt service, customer satisfaction, prompt compliant resolution, effective employee performance and training, and timely initiation and completion of all work.
- b. List and provide background information for any subconsultant to be used.

Tab 4 – Quality Control – Describe your firm’s quality assurance/quality control (QA/QC) procedures.

Tab 5 – Related Experience and References -

For a minimum of three (3) relevant projects, include a one (1) or two (2) page project description that demonstrates capabilities in providing CEI services, experience with similar counties, and/or local project experience within the last three (3) years.

For the projects listed above provide references that include the following information:

- Client name, address, phone numbers, fax numbers, and email addresses.
- Client Project Manager name and contract information (if different from above)
- Description of all services provided
- Performance period
- Total amount of contract
- Identify key members of the project team

Tab 6 – References – Include a minimum of three letters of reference from clients regarding projects of similar type.

Tab 7 – Attachments

All Attachment/Forms required by the RFQ shall be fully executed by the proposer and submitted in the following order. Failure to do so will diminish your score.

- Addendum Acknowledgement (Attachment “B”) and copies of all signed addenda
- Public Entities Crimes Statement (Attachment “C”).

3.7 It is the intent of the CITY to enter into a professional service agreement with the successful firm (see Exhibit “1”) for the duration of this project. Any contract extension will be upon mutual agreement by all parties and based upon the availability of funds

and the need for services. These additional services will be added to the contract by contract amendment or change order.

- 3.8** It is expressly understood that the CITY's preference/selection of any proposal does not constitute an award of a Contract with the CITY. It is further expressly understood that no Contractual relationship exists with the CITY until a Contract has been formally executed by both the CITY, and the selected Proposer. It is further understood, no Proposer may seek or claim any award and/or reimbursement from the CITY for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.
- 3.9** **Public Entities Crimes.** A person or affiliate who has been placed on the convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list. By signature on this solicitation and confirmation on the attached form (Attachment "C"), proposer certifies that they are qualified to do business with the CITY in accordance with Florida Statutes.
- 3.10** The consultant by submission of their proposal warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the consultant to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 4. EVALUATION/SELECTION OF SHORT-LIST

- 4.1** **Evaluation.** The CITY Manager or their designee, will be responsible for evaluating and ranking each firm based upon the proposals submitted.
- 4.2** **Ranking:** The Evaluator shall evaluate the responses of the RFQ and rank the firms based on the evaluation criteria contained herein. The Evaluator shall select the top ranked firm to begin negotiations. Each firm should submit documents that provide evidence of capability to provide the services required for the committee's review for short-listing purposes.
- 4.3** **Evaluation Criteria.** A 100-point formula scoring system will be utilized based upon the following criteria:

1. Compliance with RFQ Instructions - 10 Points

Firm's proposal complied with instructions issued in the RFQ. Noncompliance with significant instructions may be grounds for proposal disqualification.

2. Firms Qualifications and Experience - 30 Points

- a. The ability and capability of firm to perform services of this type. (10 points)
- b. Firm's experience and expertise on similar projects. (10 points)
- c. Firm's ability to communicate, work effectively in a group, and build consensus with staff, elected officials, board, committees, and the public. (5 points)
- d. Firm's experience regarding project budgets and schedules, and their demonstrated ability to meet both. (5 points)

3. Project Team/Abilities and Expertise - 30 Points

- a. The adequacy of the firm's professional key personnel and project team to be assigned to the project. (10 points)
- b. Project team's previous experience demonstrates success in completing similar projects. (10 points)
- c. Project team's previous experience program schedule, budget, and technical requirements that are directly relevant to the projects described in this RFQ. (10 points)

4. Quality Control - 15 Points

The proposal will be evaluated on the quality control process to be implemented to ensure that quality work products and services can be delivered in a timely manner.

5. Previous Projects/References - 15 Points

Firm's references with emphasis on similar size projects. Proposal will be evaluated based on project experiences that include projects outlined in the Scope of Work and Services required. Projects completed for counties and other state or federal agencies will be considered.

- 4.4** The CITY reserves the right to make selections based on the submittals only or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.

SECTION 5. CONTRACT PROCEDURES

- 5.1 Competitive Negotiations:** Approval of the recommendation to award by the CITY Commissioners will constitute authorization to negotiate with the top-ranked firm. The proposal package, signed by the successful proposer, along with documentation included in the proposal as required by this RFQ and other additional materials submitted by the proposer, and accepted by the CITY, shall be the basis for negotiation of a contract. The CITY shall negotiate a contract with the top ranked firm for professional services at compensation which the CITY determines is fair, competitive, and reasonable. The firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

- 5.2 Unable to Negotiate:** Should the CITY be unable to negotiate a satisfactory contract with the top ranked firm considered to be the most qualified at a price the CITY determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The CITY shall then undertake negotiations with the next top ranked firm. Failing accord with the next top ranked firm, the agency must terminate negotiations. The CITY shall then undertake negotiations with the next top ranked firm. Should the CITY be unable to negotiate a satisfactory contract with any of the selected firms, the CITY shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this paragraph until an agreement is reached.
- 5.3 Contract:** A contract shall be drafted and forwarded to the CITY Attorney's office for review and approval. After final review, the contract will be forwarded to the firm for review and execution.

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ATTACHMENT "A"
Consultant Scope of Services for
Construction Engineering Inspection (CEI) Services
Board of City Commissioners, City of Crescent City, Florida

1. SAMPLING AND TESTING

- 1.1** The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents for roadway reconstruction utilizing conventional road paving procedures. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide and the Contract Documents shall be met. In complying with the aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.
- 1.2** The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials, soil cement and/or soil with emulsion mix designs and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.
- 1.3** Sampling, testing, and laboratory methods shall be as required by the FDOT Standard Specifications, Supplemental Specifications or as modified by the Supplementary Conditions & General Requirements of the Construction Contract.
- 1.4** Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done.
- 1.5** The Consultant shall be responsible for transporting samples to be tested.
- 1.6** The Consultant will compare verification testing test results and with the contractors Quality Control testing information and notify the CITY of any failing samples.
- 1.7** Testing Laboratory must be FDOT approved.

2.0 QUALITY ASSURANCE CERTIFICATION

- 2.1** Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes.

- 2.2** An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, Department procedures, and according to the contract documents.

3.0 PERSONAL QUALIFICATION/REQUIREMENTS

- 3.1 SENIOR INSPECTOR.** High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned. Must have the following:

3.1.1 Qualifications:

CTQP Asphalt Roadway Level I or II

CTQP Earthwork Construction Inspection Level I or II

FDOT Advanced MOT

CTQP Final Estimates Level I

- 3.1.2** Responsible for performing CEI services for the project which will consist of roadway construction (existing is dirt) utilizing traditional method of sub-grade and base preparation. Including field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the CITY.

- 3.2 INSPECTOR.** High school graduate or equivalent plus two (2) years' experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

3.2.1 Qualifications:

CTQP Asphalt Roadway Level I

CTQP Earthwork Construction Inspection Level I

CTQP Final Estimates Level I

- 3.2.2** Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

ATTACHMENT "B"

ADDENDUM ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. BID NO. RFQ 2020-01	Addendum # ____ through #____ Initial: Date:
Person Completing RFQ (Signature)	
Name (Printed):	Title:

>>> Failure to submit this form may disqualify your response <<<

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ATTACHMENT "C"

CITY OF CRESCENT CITY

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employee Identification Number (FEIN) is _____. (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The

ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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Signature

Date

STATE OF FLORIDA
CITY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
who, after first being sworn by me, affixed his/her signature in the space provided above
on this ____ day of _____, 2019.

(Notary Public)

My Commission Expires: _____ (seal)

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EXHIBIT "1"

CRESCENT CITY, FLORIDA

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE
FDOT MSCOP CENTRAL AVENUE IMPROVEMENTS**

Crescent City Project No. RSQ 2020-01

This Professional Services Agreement ("Agreement") is made and entered into as of the day of _____ 2020 (the "Effective Date") by and between the City of Crescent City, with offices located at 3 N Summit St, Crescent City, Florida 32112 (hereinafter referred to as "CITY"), and _____ (hereinafter referred to as "CONSULTANT") (collectively, "CITY" and "CONSULTANT" are hereinafter referred to as "PARTIES").

WITNESSETH

WHEREAS, the CITY issued a Request for Proposals for Professional Services () seeking proposals for the provision of Construction Engineering and Inspection (CEI) services related to FDOT MSCOP Central Avenue Improvements; and

WHEREAS, the CONSULTANT responded to the RSQ 2020-01 by submitting a proposal, dated _____, which is on file with the CITY; and

WHEREAS, the selection and engagement of the CONSULTANT has been made by the CITY in accordance with the provisions of the solicitation RSQ 2020-01 being attached hereto as "Exhibit C" and incorporated herein; and

WHEREAS, the CITY and CONSULTANT now desire to enter into an agreement upon such terms and conditions as are set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SERVICES AND PERFORMANCE

- A. The CITY does hereby retain the CONSULTANT to furnish the professional services as are described in Exhibit "A", which is attached hereto and made a binding part hereof by this reference.
- B. The CONSULTANT shall provide to, and perform for, the CITY such services within Exhibit "A", as may be more specifically set forth in one or more contract amendment, issued by the CITY and accepted by the CONSULTANT. Each contract amendment so issued and accepted by the CITY shall become a part of this Agreement and binding upon the Parties. CONSULTANT and the CITY shall further develop a mutually agreeable price breakdown and schedule for the

completion of professional services that are set forth in each contract amendment. The schedule shall include all tasks and related subtasks to be performed, the dates said tasks and subtasks shall be completed, and a final completion date. The CONSULTANT agrees to provide project schedule progress reports in a format acceptable to the CITY and at intervals established by the CITY, as set forth in each contract amendment. The CITY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. The CONSULTANT shall maintain coordination with the CITY staff, through the Project Manager, and on behalf of the CITY, with other interested agencies.

For federally funded projects; a determination of allowable costs in accordance with the federal cost principles shall be performed for services rendered under the Agreement.

- C. In the performance of the professional services contemplated by this Agreement, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT further agrees to provide and perform the professional services set forth herein in accordance with the administrative rules promulgated by the Florida Department of Professional Regulation, and any and all laws, statutes, ordinances, codes, rules, regulations, and policies of any governmental agencies which may regulate or have jurisdiction over the professional services to be provided and/or performed by the CONSULTANT.
- D. All professional services shall be performed by the CONSULTANT to the satisfaction of the City Manager. The decision of the City Manager regarding satisfactory completion shall be final and conclusive, unless within fifteen (15) days from the date of receipt of such decision, the CONSULTANT furnishes to the Project Manager a written notice of dispute. In the event a decision of the Project Manager is in dispute, the initial remedy shall be review by the CITY Engineer. In the event a dispute still exists after the CITY Engineer concludes his review, the parties agree to a non-binding mediation with subsequent appropriate legal proceedings, if required. Pending any settlement or binding decision, appeal or judgment, the CONSULTANT shall proceed diligently with the performance of this Agreement and any work authorized through the issuance of a contract amendment.
- E. In the event there are delays in the completion of work authorized and such delays are beyond CONSULTANT'S reasonable control, the CITY will grant reasonable time extensions for the completion of the work. The determination regarding reasonable delays shall be made by the City Manager and shall be final and conclusive, unless the procedures set forth in Paragraph D, above, are utilized.
- F. All tracings, plans, specifications, maps, and computer files prepared or obtained under this Agreement, as well as all forms of data collected, together with summaries and charts derived therefrom, shall be considered works made

for hire and shall become the property of the CITY upon completion or Termination, and shall be made available to the CITY in a format acceptable to the CITY at any time requested. Upon delivery to the CITY of said information, the CITY shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The CONSULTANT shall not copyright any material and products or patent any invention developed under this Agreement. The CITY will have the right to visit the CONSULTANT to inspect the work and/or drawings and/or electronic files or data of the CONSULTANT.

2. TERM

The term of this Agreement shall be from the Effective Date through the date of completion of construction as set forth in the construction schedule. In the event the schedule of work authorized in a contract amendment extends beyond the initial term of this Agreement, the Agreement shall remain in full force and effect as to said contract amendment and shall terminate upon completion and acceptance of the work authorized in said contract amendment, as evidenced by a written notice of acceptance, issued by the City Manager.

3. FUNDING

This Agreement shall be subject to fund availability. In its sole discretion, the CITY reserves the right to forego the use of the CONSULTANT for any additional professional services contemplated by this Agreement.

4. LICENSES

The CONSULTANT agrees to obtain and maintain, throughout the term of this Agreement, and any extensions hereof, all licenses as required to do business in the State of Florida and the CITY of Flagler, including, but not limited to, licenses required by any State Boards or other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to this Agreement.

5. PERSONNEL AND SUBCONTRACTING

- A. The CONSULTANT shall maintain an adequate and competent professional staff so as to enable the CONSULTANT to perform all professional services requested by the CITY in a professional and timely manner, in accordance with this Agreement and the requirements of each contract amendment issued by the CITY.
- B. In the event the CONSULTANT, during the course of the work under this Contract Agreement, requires the services of any subcontractors or other professional associates in connection with the services covered by this Agreement, the consultant must secure the prior written approval of the CITY unless such work is specifically detailed in Exhibit "A" or subsequent authorized contract amendment.

- C. The CONSULTANT agrees to promptly replace any persons in its employ, including sub-consultant(s) or employees thereof, who were engaged by the CONSULTANT to perform professional services pursuant to this Agreement, if the CITY requests, with or without cause, that the individuals be stopped from performing professional services under this Agreement.

6. INDEMNIFICATION

To the extent permitted by law, the selected Proposer shall indemnify, defend, and hold harmless the City of Crescent City, the State of Florida Department of Transportation, including the Department's officers, agents and employees, against any actions, claims or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the selected Proposer, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the selected Proposer hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. nor shall the same be construed to constitute agreement by the selected Proposer to indemnify the City of Crescent City for the negligent acts or omissions of Crescent City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by selected proposer to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

7. INDEPENDENT CONSULTANT

Nothing contained in this Agreement shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint ventures, co-adventurers, or partners between CITY and CONSULTANT, and they are and shall remain independent one as to the other. It is the parties' intention that the CONSULTANT, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder.

8. TERMINATION FOR CAUSE

- A. The CITY may terminate this Agreement and/or any Contract Amendment, in whole or in part, as set forth below:

- FORM-4
1. If the CITY determines that the performance of the CONSULTANT is not satisfactory, the CITY may notify the CONSULTANT of the deficiency with the requirement that the deficiency be corrected within a specified time, which time shall not be less than ten days nor more than thirty (30) days. If the CONSULTANT fails to timely correct such deficiency, the Agreement may be terminated at the end of such time or at such later time as the CITY may determine.
 2. The CITY may terminate this Agreement in whole or in part, for the following errors and omissions, if the CONSULTANT: (1) fails to begin Services under this Agreement within the time specified herein or any extension; (2) fails to properly and timely perform the Services as agreed with the CITY in the approved Scope of Services; (3) performs the Services unsuitably or refuses to correct such work; (4) discontinues prosecution of the Services; (5) fails to resume work which has been suspended within ten (10) days' time after being notified to do so; (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; (7) allows any final judgment to stand unsatisfied for more than ten (10) days; (8) makes an assignment for the benefit of creditors; (9) fails to obey all applicable codes, laws, ordinances, rules or regulations with respect to the Services; (10) fails to promptly pay its subcontractors and/or suppliers; (11) breaches any other provision of this Agreement.
 3. If the CITY desires, at its discretion and for reasons other than unsatisfactory performance of the CONSULTANT, to terminate this Agreement and/or any contract amendment, the CITY shall notify the CONSULTANT of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement and/or any contract amendment, is to be terminated. Such notice shall be given not less than thirty (30) days prior to the effective date of such termination.
 4. If the Agreement, contract amendment is terminated before performance is completed, the CONSULTANT shall be paid for all services satisfactorily performed. Payment is to be made on the basis of substantiated costs for each task or item of service in process at the time notice of such termination is given.
- B. It is understood and agreed that upon termination of this Agreement or any contract amendment, all plans, specifications, maps, computer files, reports, and data of any kind whatsoever, prepared or obtained under this Agreement shall immediately be turned over to the CITY.
- C. All monies expended and all of the costs, losses, damages and extra expenses, including management, administrative and other overhead and other direct and indirect expenses including, but not limited to design professionals and attorneys' fees or damages incurred by the CITY incident to such completion by the CITY caused by errors and omissions by the CONSULTANT, shall be deducted

- D. from the unpaid balance of the Agreement amount, and if such expenditures exceed the unpaid balance of this Agreement, CONSULTANT agrees to pay promptly to CITY on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. This obligation for payment to the CITY shall survive termination of the Agreement and applies to errors and omissions discovered during the construction phase. If the unpaid balance of the Agreement exceeds all such costs, expenditures and damages incurred by the CITY to complete the professional services, CONSULTANT shall not be entitled to any portion of such excess, except for any unpaid portion of costs incurred prior to the Agreement being terminated because of default.
- E. The liability of the CONSULTANT shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the CITY in good faith under the belief that such payments or assumptions were necessary or required to complete the Services and providing labor, materials, equipment, supplies, and other items therefore or re-awarding the work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of completing the work.
- F. If, after notice of termination it is determined the CONSULTANT was not in default or that the CITY is not entitled to the remedies against the CONSULTANT provided herein, then such termination shall be deemed a termination for CITY'S convenience and CONSULTANT'S remedies against the CITY shall be the same as and limited to those afforded the CONSULTANT under Section 8 below.

9. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

This Agreement may be terminated without cause by the CITY upon thirty (30) days written notice to the CONSULTANT. In the event of termination for convenience, CONSULTANT shall be compensated, as provided herein, for services performed through receipt of such written notice of termination. CONSULTANT shall not be entitled to any other or further recovery against the CITY.

CITY shall have the right to suspend all or any portions of the services upon giving the CONSULTANT prior written notice of such suspension in accordance with this Agreement. If all or any portion of the services is so suspended, CONSULTANT'S sole and exclusive remedy shall be to seek an extension to the Agreement time. In no event shall the CONSULTANT be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds thirty (30) calendar days, the CONSULTANT shall have the right to terminate the Agreement with respect to that portion of the Services which is subject to the ordered suspension.

Upon termination of this Agreement pursuant to this section, the CITY shall take possession of all or any portion of the work, take assignments of any subcontracts or purchase orders that CITY may designate, and complete all or any portion of the Services by whatever means, method or agency which the CITY, in its sole discretion, may choose.

10. NON-ENTITLEMENT TO ANTICIPATED FEES

In the event the professional services to be performed under this Agreement are terminated, the CONSULTANT shall not be entitled to receive compensation for anticipated professional fees, profit, general and or administrative overhead expenses, or for any other anticipated income or expenses.

11. CONFLICT OF INTEREST

The Agreement hereunder is subject to 23 CFR 1.33 and the requirements of 23 CFR 172.7(b)(4).

No official or employee of the City of Crescent City who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a the City of Crescent City in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a the City of Crescent City shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the Florida Department of Transportation and the City of Crescent City, and such officer, employee or person has not participated in such acquisition for and in behalf of the State.

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such conflict of interest shall be employed or engaged by the CONSULTANT for performance hereunder.

If the CONSULTANT, for itself and on behalf of its sub-consultants, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONSULTANT shall promptly bring such potential conflict of interest to the CITY's attention in writing. The CITY will make a determination in a timely manner. Upon determination that there is a conflict of interest, the CITY will submit written notice of same to the CONSULTANT and the CONSULTANT shall decline the new representation. If the CITY determines that there is not any such conflict, then the CITY shall give its written consent to such representation. If the CONSULTANT accepts such a representation without obtaining the CITY's prior written consent, and if the CITY subsequently determines that there is a conflict of interest, the CONSULTANT agrees to promptly terminate such new representation. The CONSULTANT shall require each sub-consultant to comply with the provisions of this Section. Should the CONSULTANT fail to advise or notify the CITY, as provided herein above, of representation which may, or does, result in

a conflict of interest, or should the CONSULTANT fail to discontinue such representation where a conflict is determined to exist, the CITY may consider such failure as justifiable cause to terminate this Agreement.

No member, officer, or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

12. ASSIGNMENT/TRANSFER

Any assignments or transfers of rights, benefits, or obligations hereunder shall only be allowed if approved as an amendment pursuant to Section 21.

13. APPLICABLE LAW/VENUE

This Agreement shall be governed by the ordinances of the City of Crescent City, the laws, rules, and regulations of the State of Florida, except its conflict of laws, provisions, and applicable federal statutes, rules, and regulations. The venue for any and all litigation arising under this Agreement shall lie in the Seventh Judicial Circuit in and for the City of Crescent City, Florida.

14. WAIVER OF BREACH

Waiver by the CITY of a breach of any provision of this Agreement by the CONSULTANT shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

15. INSURANCE COVERAGES

Unless otherwise specified, the CONSULTANT shall, at its sole expense, maintain in effect at all times during the performance of the Services hereunder, insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to CITY.

	Coverage	Minimum Amounts and Limits	
(a)	Worker's Compensation Employer's Liability	Statutory requirements at location of work \$ 1,000,000 each occurrence \$ 1,000,000 disease, aggregate \$ 1,000,000 disease, each employee	
(b)	Commercial General Liability	\$2,000,000 General Aggregate \$2,000,000 Products-Comp. Ops Agg \$1,000,000 Each Occurrence \$ 50,000 Fire Damage	
(c)	Automobile Liability (owned, hired and non-owned) Option of Split Limits: N/A	\$1,000,000 Combined Single Limit	
	(1.) Bodily Injury	\$ 1,000,000 per Person \$ 1,000,000 per Accident	
	(2.) Property Damage	\$ 1,000,000	
(d)	Professional Liability (when applicable)	\$1,000,000 per claim \$1,000,000 annual aggregate	

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to The City of Crescent City and shall include The City of Crescent City its officers and employees, and the Florida Department of Transportation as additional insured's, as regards to liability arising out of Consultant's performance of the work or the work performed by others on behalf of Contractor under this Contract. The insurance afforded to the CITY shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Contract with the CITY, Consultant shall furnish CITY with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall include the following language: The City of Crescent City as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, The Consultant may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the CITY, except that in the event of cancellation for nonpayment of premium the CITY shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the described policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30 day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute."

The CITY will not maintain any insurance on behalf of CONSULTANT covering loss or damage to the work or to any other property of CONSULTANT.

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by CONSULTANT are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by CONSULTANT under this Agreement.

Consultant shall deliver the original Certificate of Insurance and one copy to the agent of the CITY.

Notices, in original and one copy, of cancellation, termination and alteration of such policies shall also be provided to the agent of the CITY.

16. DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed on the CONSULTANT, and the rights and remedies available hereunder shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

17. REPRESENTATION OF THE CITY

The CONSULTANT, in performing the professional services required pursuant to this Agreement and/or any amendment(s) hereto, shall only represent the CITY in the manner, and to the extent, as specifically set forth in this Agreement and any amendment(s) hereto.

The CITY will neither assume nor accept any obligation, commitment, responsibility, or liability which may result from a representation by the CONSULTANT which is not specifically provided for and or authorized by this Agreement and any amendment(s) hereto.

18. HEADINGS

The HEADINGS of any Articles, Sections, and/or Attachments, to this Agreement, are for convenience only and shall not be deemed to expand, limit, or change any of the provisions contained herein.

19. NOTICE AND ADDRESS OF RECORD

All notice to the CITY, pursuant to this Agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

The City of Crescent City
3 Summit St.
Crescent City, Florida 32112
Attention: City Manager

All notices to be given to the CONSULTANT, pursuant to this Agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

20. CHANGE OF ADDRESS OF RECORD

Either Party may change its address of record, at any time, by written notice to the other party given in accordance with the requirements as set forth in Section 19 above.

21. AMENDMENTS

The covenants, terms, and provisions contained herein may be amended, altered, and/or modified upon written consent of the Parties hereto. In the event of conflicts between

the covenants, terms, and/or provisions hereof, and any amendment(s) hereto, the latest executed amendment shall take precedence.

22. ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the Parties hereto, in the space provided, and be attested to as indicated hereafter.

23. PUBLIC ENTITY CRIMES

As required by section 287.133, Florida Statutes, the CONSULTANT warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONSULTANT further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or sub-consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

24. EQUAL OPPORTUNITY EMPLOYER

CONSULTANT certifies it is an equal opportunity employer and CONSULTANT does not discriminate against any employee or applicant for employment because of race, color, national origin, sex, religion, age, disability, or family status.

The CONSULTANT will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

25. SEVERABILITY

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

26. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

27. OWNERSHIP OF DOCUMENTS

All documents prepared and furnished by CONSULTANT pursuant to this Agreement are the property of the City of Crescent City. CONSULTANT will provide CITY with a set of reproducible copies, in both bond paper and electronic formats acceptable to the CITY,

of all documents, maps and/or drawings that are produced. CITY assumes all risk and liability for additions, deletions, changes, or revisions made without the express written consent of CONSULTANT.

28. PUBLIC RECORDS

Pursuant to Section 119.0701(2), Florida Statutes, the CONSULTANT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the CONSULTANT in conjunction with this Agreement. Specifically, the CONSULTANT must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service, including but not limited to: meeting notes, daily progress reports, correspondence, test result reports, videos, progress schedule updates, and certifications; and
- B. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in The City of Crescent City's Public Record Policy, or as otherwise provided by law; and
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

In performing the requirements herein, the CONSULTANT shall promptly provide the CITY with a copy of any request to inspect or to copy public records in possession of the CONSULTANT and consult with the CITY to ensure the request is responded to in accordance with the law. The CONSULTANT shall promptly provide the CITY with a copy of the CONSULTANT'S response to each such request. Failure to grant such public access shall constitute a material default and the CITY shall be entitled to terminate this Agreement and to pursue any other remedies against CONSULTANT available in equity or at law.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 698-2525, CITYMANAGER@CRESCENTCITY-FL.COM, AND THE CITY OF CRESCENT CITY COMMISSIONERS, ATTN: ADMINISTRATION, 3 N SUMMIT ST., CRESCENT CITY, FL 32112.

29. PERFORMANCE EVALUATION

The CONSULTANT'S Project Manager shall receive an evaluation from the CITY via e-mail after project completion and acceptance.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this _____ day of _____, _____.

ATTEST:

Michael Esposito, City Manager

**CITY OF CRESCENT CITY,
CITY COMMISSIONERS:**

BY: _____

BY: _____
Brett Peterson, MAYOR

WITNESS:

CONTRACTOR:

Signature

Company Name

Name (Type or Print)

Name (Type or Print)

Title

Signature

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY: _____
Jay Asbury, CITY ATTORNEY