



**REQUEST FOR QUALIFICATION STATEMENTS  
FOR PROFESSIONAL UTILITY ENGINEERING SERVICES  
PROPOSAL NO. RFQ-01-0-2018**

NOTICE IS HEREBY GIVEN THAT THE CITY OF BUNNELL IS ACCEPTING SEALED QUALIFICATION STATEMENTS FROM PROFESSIONAL ENGINEERING CONSULTING FIRMS TO PROVIDE ON-CALL WATER RESOURCES, WASTEWATER AND WATER UTILITIES ENGINEERING SERVICES WITHIN THE ENVIRONMENTAL AND SANITARY DISCIPLINES.

NOTICE SHALL BE POSTED IN THE DAYTONA NEWS JOURNAL. INTERESTED PARTIES MAY OBTAIN INSTRUCTION PACKETS ON THE WEBSITE [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM), THE CITY'S WEBSITE AT [WWW.BUNNELLCITY.US](http://WWW.BUNNELLCITY.US) OR VIA EMAIL FROM [ARASLOWSKY@BUNNELLCITY.US](mailto:ARASLOWSKY@BUNNELLCITY.US).

YOU ARE HEREBY INVITED TO SUBMIT A SEALED QUALIFICATION STATEMENT COMPLETE WITH ALL INFORMATION REQUESTED TO THE OFFICE OF THE CITY CLERK OF THE CITY OF BUNNELL, 201 WEST MOODY BLVD., BUNNELL, FL 32110.

**SUBMIT QUALIFICATION STATEMENTS  
TO: KRISTEN BATES – CITY CLERK**

**MAILING ADDRESS:**  
Bunnell City Clerk  
P. O. Box 756  
Bunnell, Florida 32110

**WALK-IN DELIVERY ADDRESS:**  
Bunnell City Clerk  
201 West Moody Blvd.  
Bunnell, Florida 32110

**TIMETABLE:** Date of Distribution: April 4, 2018  
Last Date of Inquiries: April 12, 2018  
Qualification Statements Due: April 27, 2018, at 2:00 PM.

**Proposers must indicate on the sealed envelope the following:**

- A. Title of Proposal – Professional Utility Engineering Services**
- B. RFQ-01-0-2018**
- C. Name of Proposer**

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**City of Bunnell**  
**Request for Qualification Statements (RFQ)**  
**Continuing On-Call Engineering Services**  
**For**

**WATER RESOURCES, WASTEWATER & WATER UTILITIES ENGINEERING SERVICES WITHIN THE ENVIRONMENTAL AND SANITARY DISCIPLINES**

The City of Bunnell is soliciting statements of qualifications and letters of interest from firms to provide On-Call Water Resources, Wastewater and Water Utilities Engineering services within the Environmental and Sanitary Disciplines. It is anticipated that agreements awarded from the RFQ will be for two (2) years with the option to renew for two (2) additional one (1) year periods. The City of Bunnell reserved the right to cancel an agreement under this RFQ at any time for any reason.

Florida Statute 287.055, “Consultants Competitive Negotiation Act” will be followed to secure the required consulting engineering firm(s). For continuing contracts, firms shall provide professional services to the City **for projects in which construction costs do not exceed \$2,000,000 or for study activity when the fee for such professional services does not exceed \$200,000.**

It is the City’s intent to move into an agreement with a minimum of four firms to provide the required services.

The document package necessary for participating in this RFQ can be obtained on-line at [www.bunnellcity.us](http://www.bunnellcity.us) and [www.demandstar.com](http://www.demandstar.com) , or by calling Onvia Demand Star Services at (800) 711-1712. If you have any difficulty obtaining the RFQ documents, the RFQ package can also be obtained by email from Amanda Raslowsky at the City of Bunnell at [araslowsky@bunnellcity.us](mailto:araslowsky@bunnellcity.us).

There will not be a pre-proposal meeting.

All Responders shall submit one (1) **original** and five (5) **bound** copies of their documents on letter size paper in a sealed envelope or package along with an electronic copy in pdf format on USB or CD of the full response. Proposals **must** include all items shown on section IX. Proposal Submission, of the scope of services.

- The proposal must be submitted no later than **MONDAY April 27, 2018 AT 2:00 PM LOCAL TIME** at the Clerk’s Office, City Hall, Physical Address: 201 W. Moody Blvd., Bunnell, FL 32110 or Mailing Address: PO Box 756 Bunnell, Florida 32110. Proposals shall be addressed to Ms. Kristen Bates, City Clerk.

Any proposals not complying strictly with the requirements of this Request for Qualifications (RFQ) may be ruled to be nonresponsive and ineligible for consideration.

**THE CITY RESERVES THE RIGHT to reject any or all proposals or parts thereof or to accept the proposal or parts thereof when considered in the best interest of the City. Any proposal received after the time and date specified will not be considered.**

## **GENERAL CONDITIONS**

**CONTACT:** All prospective Applicants are hereby instructed not to contact any member of the City of Bunnell City Commission, City Manager, or City Staff members other than the noted contact person regarding this RFQ at any time prior to the posting on the Web Site of the final evaluation and recommended ranking by City staff for this project. Any such contact shall be cause for rejection of your RFQ.

**PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid or Proposal on a contract to provide any goods or services to a public entity, many not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposals on leases of real property to a public entity, many not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

**CODE ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES:** Pursuant to Florida Statutes, any Public Officer or Employee of the City of Bunnell will abide by all ethical requirements as outlined in Chapter 112, Part III.

**DISCRIMINATION:** Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or Proposal on leases of real property to a public entity, many 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.

**PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS:** The City of Bunnell cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall, at all times, be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Bunnell in connection with all Proposers' response shall be deemed public records subject to public inspection upon notice of an intended decision, or 30 days after bid/proposal opening, whichever occurs first. Section 119.071, F.S.

**SUBMISSION OF PROPOSALS:** All Proposals shall be submitted in a sealed envelope. The Request for Qualification Statements (RFQ) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to the prescribed delivery point on or before the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposal received at the prescribed delivery point after the specified date and time will not be accepted. Proposals must be submitted on forms provided by the City. No other forms will be accepted. Telephone, Email, and Fax Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening.

**DELAYS:** The City of Bunnell, 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 post notification of any and all changes in scheduled due dates on-line at the City of Bunnell Website [www.bunnellcity.us](http://www.bunnellcity.us) and Demand Star [www.demandstar.com](http://www.demandstar.com).

**ADDENDUM:** Should revisions to the RFQ documents become necessary, the City will post addenda information on-line at the City of Bunnell website [www.bunnellcity.us](http://www.bunnellcity.us) and Demand Star [www.demandstar.com](http://www.demandstar.com). All Proposers should check the City of Bunnell website and Demand Star website to verify information regarding Addenda. It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.

**EXECUTION OF RFQ:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any

Proposal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

**RFQ OPENING:** Proposals shall be opened at the time, date, and place specified in the RFQ, and the name of the Proposer shall be read aloud publicly.

**RFQ TABULATION:** Any Proposer wishing to receive a copy of the RFQ tabulation is required to enclose a stamped, self-addressed envelope with their Proposal.

**CLARIFICATION/CORRECTION OF RFQ ENTRY:** The City of Bunnell reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

**INTERPRETATION:** Any questions concerning conditions and specifications shall be directed in writing to Amanda Raslowsky, Finance Specialist unless otherwise specified in the RFQ. Those interpretations, which may affect the eventual outcome of this Proposal, will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Bunnell.

**MINORITY POLICIES:** The City of Bunnell, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

**ADDITIONAL TERMS AND CONDITIONS:** The City of Bunnell reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

**TAXES:** The City of Bunnell is exempt from Federal Excise Taxes and all sales taxes.

**ASSIGNMENT:** Any purchase order or contract issued pursuant to an RFQ and the monies that may become due there under are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase order or contract.

**LIABILITY:** The vendor shall hold and save the City of Bunnell, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

**LICENSES:** Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of RFQ for the type of goods/services to be provided. Should the Proposer not be fully licensed and certified, his/her RFQ submittal shall be rejected. If applicable, any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Proposer.

**AWARDS:** The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Proposals or waive any minor irregularity or technicality in the Proposals received.

**EQUAL EMPLOYEMENT OPPORTUNITY:** Title VII of the Civil Rights Act of 1964 protects individuals against employment discrimination based on race and color as well as national origin, sex, or religion.

**The CITY OF BUNNELL** reserves the right to accept or reject all responses, to waive irregularities, and to re-advertise as may be determined to be in the best interest of the City.

**ADDITIONAL TERMS AND CONDITIONS:** Unless expressly accepted by the City, only the terms and conditions in this document shall apply: No additional terms and conditions included with the RFQ response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this RFQ 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 RFQ documents are the only conditions applicable to this RFQ and the Proposer's authorized signature on the Request for Qualification Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

**GOVERNMENTAL RESTRICTIONS:** 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 RFQ prior to their delivery, it shall be the responsibility of the Proposer to notify the Finance Director 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.

## GENERAL INSTRUCTIONS

1. Inquiries: Questions may arise as firms are preparing their proposals. Please direct questions in writing, no later than COB April 12, 2018 to: Amanda Raslowsky, Finance Specialist. P.O. Box 756, Bunnell, FL 32110, email: [araslowsky@bunnellcity.us](mailto:araslowsky@bunnellcity.us) .
2. Signature Requirements: Proposals must be signed by a duly authorized officer(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.
3. Addenda and Supplements to the Request for Proposal (RFQ): In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFQ, a supplement to the RFQ will be posted on the City of Bunnell website and Demand Star.
4. Rejection Rights: The City of Bunnell reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFQ including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFQ at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.
5. Cost of Proposal Preparation: No reimbursement will be made by the City of Bunnell for any costs incurred in the preparation of the proposal or presentation.
6. Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

**CITY OF BUNNELL**  
**Request for Qualification Statement**  
**PROFESSIONAL ENGINEERING DESIGN SERVICES**  
**SCOPE OF SERVICE**

**I. GENERAL PURPOSE AND INTRODUCTION**

Notice is hereby given that the City of Bunnell is accepting sealed Qualification Statements to be received no later than **April 27, 2018 at 2:00 PM Local Time** for On-Call Water Resources, Wastewater and Water Utilities Engineering services within the Environmental and Sanitary Disciplines.

**II. SCOPE OF WORK TO BE PERFORMED**

Selected firms shall be prepared to provide all Water Resources, Wastewater, and Water Utilities Engineering services within the Environmental and Sanitary disciplines:

Provide professional engineering services for assigned tasks that are related to but not limited to the City's water resources, wastewater and water utilities' treatment, storage, water distribution, sanitary collection/pumping/transmission, and reclaimed water systems planning/design/permitting requirements for engineering design services and storm water treatment design for water resource projects.

Any project contracted for a feasibility, planning, or other study or a schematic or preliminary design shall not include the right to extend the Consultant's scope of services to include full design and construction period services. However, the Consultant will not be prohibited from participating in a separate RFQ process for such services.

Provide a knowledgeable working relationship with the Florida Department of Environmental Protection, St. Johns Water Management District, Flagler County Health Department and other Florida regulatory agencies.

1. Preliminary Design, Evaluation, and Planning Services to include but not be limited to:

- Investigations, evaluations/analyses, and cost valuations;
- Inspections, explorations, surveys, testing or other services concerning the collection, analysis, evaluation and interpretation of data leading to specialized conclusions and recommendations;
- Feasibility studies on proposed projects, including studies of clients' needs, analyses of conditions or methods of operation, development of alternative concepts, economic analyses, environmental studies and site locations studies;
- Evaluation of interconnections with other water utilities, use of reclaimed water, water conservation measures/programs, and similar alternatives to reduce dependence upon fresh groundwater resources;
- Collecting utilities data such as provider, distribution size, availability and location;
- Development of preliminary design reports, including preliminary treatment processes, outline specifications, preliminary cost estimates, etc. and
- Schematics to design development for site layouts, ancillary buildings, and roadway/storm water design;
- Evaluation of the technical, environmental, and economic feasibility of regional and local water resources alternatives as may be identified;
- Perform reviews of reports, financial data, and similar work products for alternative water supply projects prepared by others;
- Any other preliminary engineering related to the assigned tasks including public meeting support.



2. Detailed Design Services to Meet Applicable Regulatory Agencies Construction Permitting Requirements to include but not be limited to:
  - Furnishing expertise, labor and resources in preparing complete construction permitting packages and applications, resolving detailed problems, selecting equipment and developing technical specifications;
  - Coordinating engineers, sub-consultants, and/or other design services groups;
  - Preparing detailed calculations, permissible design drawings, reports, and specifications;
  - Preparing or collaborating with others responsible for preparing estimates of the cost of the work;
  - Design of water distribution mains, sanitary sewer collection and transmission mains, and pumping stations;
  - Design of new water supply wells, treatment and storage facilities and/or improvements to existing facilities;
  - Design of reclaimed water storage, pumping, and distribution mains and associated improvements;
  - Providing prompt assistance and advice to the City to resolve design and/or permitting requirements, discrepancies, and/or clarifications;
  - Prepare complete regulatory permit applications, track submittal status, and respond to requests for additional information;
  - Attend meetings with regulatory agency staff and coordinate with City;
  - Present/provide public meeting support.
  
3. Final Design Services for preparation of construction plans, technical specifications, and related bid documents to include but not be limited to:
  - Preparation of complete construction plans and technical specifications suitable for bidding purposes for assigned projects;
  - Assist in the assemblage of bid packages, contract documents, and coordination with City Purchasing and Public Works;
  - Participate in the bidding process, evaluation of bids, and recommendation of award;
  - Review and approve/disapprove shop drawings and other technical submittals from contractor;
  - Provide CEI services during construction and attend progress meetings;
  - Preparation of as-built plans and submission of certifications of construction to appropriate regulatory agencies;
  - Attendance at public meetings as may be requested.
  
4. Length of Contract: The agreement shall be effective for a three (3) year period immediately following the date of execution of the Agreement by the City. The City reserves the sole right to renew this agreement in writing for two (2) additional twelve (12) month periods prior to the expiration of each term.
  
5. The Consultant agrees to utilize the E-Verify system in screening employees hired during the time of the contract. Except as otherwise provided in this Agreement, no charge for work or materials shall be allowed or approved by the City.
  
6. Changes to Scope of Work: Either party may propose changes to the scope or time schedule of the Work or Services under a Task Assignment which shall be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Work or Services. The parties shall mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes shall be documented, in one or more Amendments to the Task Assignment. If despite good faith negotiations the parties are unable to agree to the terms of an amendment to a task assignment, the parties shall follow the dispute resolution process provided under Section 17.

### III. CALENDAR OF EVENTS

- A. 04/04/2018 Request for Qualifications (RFQ) Release Date
- B. 04/12/2018 Last day for questions on Request for Qualifications (RFQ)
- C. 04/27/2018 RFQ Due no later than **2:00 PM EDT**, 201 W. Moody Blvd., Bunnell, FL 32110
- D. 05/01/2018 Review and Selection of RFQs by selection Committee.
- E. 05/14/2018 Selection Committee's recommendation presented to City Commission for approval.

*The above schedule may be changed solely at the City's discretion.*

### IV. PROPOSAL

Proposals shall comply with the **40-page** limit and applicable criteria set forth herein.

### V. SELECTION PROCESS

The responses will be evaluated in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act. A designated City Staff Technical Review Committee will review and evaluate responses to this RFQ and will designate no less than four of the most qualified proposers based on rankings. Proposers may be invited to appear for interviews by the Technical Review Committee or be asked to further demonstrate their qualifications, although in the interest of expediting the process, this is not anticipated. The City Staff Technical Review Committee will shortlist and rank the four most qualified firms. Ranking of the short-listed proposers shall be forwarded to the City Manager for approval and recommendation to the City Commission. Subsequent negotiations shall follow in accordance with the provisions of the Consultant's Competitive Negotiation Act for individual task orders.

### VI. CONFLICT OF INTEREST

Any prospective Respondent must make an affirmative statement to the effect that, to its knowledge, the appointment will not result in a conflict of interest with respect to current or anticipated clients of Respondent. If a conflict is deemed to possibly exist, the prospective Respondent shall state the nature of such conflict, and a proposal to resolve the same prior to appointment as Respondent.

### VII. EVALUATION CRITERIA

The CITY OF BUNNELL shall be the sole judge of its own best interests, the responses, and the resulting agreement. Award(s) will be made to the Responder(s) who presents the best value to the CITY OF BUNNELL based on the entire evaluation process and all the information gathered. Proposal packages will be reviewed and evaluated by a Selection Committee. **Financial criteria will be evaluated only by Committee Members in the Finance Department, not by all members of the Selection Committee.** Proposal packages will be reviewed and evaluated in accordance with the following criteria and weighting factors:

#### **ABILITY OF FIRM AND ITS PROFESSIONAL PERSONNEL (0 - 40 POINTS)**

1. Review the level of qualifications and experience of the firm and project team and appropriateness of the organization of the project team.
2. Review the professional resources available to properly provide services as requested in the RFQ document.
3. Reviews the project team to insure the team proposed contains all critical disciplines required.

4. Prime team proposed should have exceptional professional resources to properly provide services.
5. The project manager and proposed team should be uniquely qualified to provide the desired services.

Below Average.....0 Points  
 Average.....10 Points  
 Above Average.....20 Points  
 Well Above Average...30 Points  
 Outstanding.....40 Points

**FIRM’S EXPERIENCE (0 - 30 POINTS)**

1. Reviews the firms experience with projects of similar to the nature of past City Utility projects.
2. The prime firm must have adequate, recent (within the past five years) experience.
3. Experience pertaining to specific City of Bunnell projects will also be considered. City of Bunnell staff shall not however furnish references for such projects.

Below Average.....0 Points  
 Average.....10 Points  
 Above Average..... 15 Points  
 Well Above Average.....20 Points  
 Outstanding.....30 Points

**QUALITY OF PAST PERFORMANCE (0-30)**

1. Quality of past performance of applicant as evidenced by client reference letters and/or previous performance of City of Bunnell projects. Please note, only one (1) letter per community will be accepted.

Below Average.....0 Points  
 Average.....10 Points  
 Above Average..... 15 Points  
 Well Above Average.....20 Points  
 Outstanding.....30 Points

**VIII. INSURANCE REQUIREMENTS**

A. The Responder shall procure and maintain, at its sole expense during the life of the engagement, insurance of the types and the minimum amounts stated below.

<u>Type</u>	<u>Amount</u>
Professional Liability/Errors & Omissions	\$1,000,000
Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

B. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the City Commission. Prior to commencing any work under the engagement letter, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the City.

C. The insurance shall provide that no material alteration or cancellation, including non-renewal,

shall be effective until thirty (30) days after receipt of written notice by the City; provided, however, that for the professional liability insurance, in lieu of the foregoing requirement, the City in its sole discretion, may agree to accept notice of such material alteration or cancellation from the Responder.

D. The insurance procured for the Responder shall name the City of Bunnell as an additional insured on the comprehensive general liability.

## **IX. PROPOSAL SUBMISSION**

Qualification Statements shall include the following:

All Responders shall submit one (1) **original** and five (5) **bound** copies of their documents on letter size paper in a sealed envelope or package along with an electronic copy in pdf format on USB or CD of the full response. Proposals **must** include all items shown in this.

1. Completed Application Form.
2. Completed Proposer's contact Information Form.
3. Completed Proposer's Certification Form.
4. Completed Drug-Free Workplace Certification Form.
5. Completed Public Entity Crimes Form.
6. Completed Conflict of Interest Disclosure Form.
7. Completed Firm Profile Form.
8. Compliance with Public Records Law Form
9. Americans with Disabilities Act Affidavit Form.
10. Vendor Certification Regarding Scrutinized Companies List Form.
11. Client Reference letters (no more than 5 letters accepted).
12. Copy of firm's certificate of insurance.
13. Copy of Prime Engineering firm's current Florida Professional License renewal
14. Copy of W-9

Details: **40 single page limit**. Total page limit excludes described forms or documents shown above.

## **X. INQUIRIES AND ADDENDA**

Each Respondent shall examine the RFQ document and shall judge all matters relating to the adequacy and accuracy of this document. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the RFQ shall be made through the City of Bunnell's Finance Specialist Amanda Raslowsky at 201 W Moody Blvd., Bunnell, FL 32110, or email [araslowsky@bunnellcity.us](mailto:araslowsky@bunnellcity.us). The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each Respondent, prior to submitting the proposal, to determine if addenda were issued and to make such addenda a part of the proposal.

## **XI. RESPONDER PREPARATION EXPENSES**

Each responder preparing a proposal in response to this request shall bear all expenses associated with their preparation. Responders shall prepare a response with the understanding that no claims for reimbursement shall be submitted to the City for the expense of preparation or presentation.

## **XII. RIGHT TO PROTEST**

Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaints by contacting the City Manager.

## **XIII. NO CORRECTIONS**

Once a competitive proposal is submitted, the City shall not accept any request by any proposer to correct errors or omissions in any calculations or competitive price submitted.

## **XIV. OPENNESS OF PROCUREMENT PROCESS**

Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFQ, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any portion of any proposal once submitted.

## **XV. NO COLLUSION**

By offering a submission to the RFQ, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal whatsoever

## **XVI. INFORMALITY WAIVER/REJECTION OF PROPOSALS**

The City reserves the right to reject any or all responses and to waive any irregularity, variance or INFORMALITY whether technical or substantial in nature, in keeping with the best interest of the City.

## **XVII. APPROPRIATIONS CLAUSE**

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall thereafter be released of all terms and other conditions.



**RFQ-01-0-2018**  
**CONTINUING ON CALL ENGINEERING SERVICES**  
**FOR WATER RESOURCES, WASTEWATER AND**  
**WATER UTILITIES ENGINEERING WITHIN THE**  
**ENVIRONMENTAL AND SANITARY DISCIPLINES**

**REQUIRED FORMS**  
**PACKET**

THE FOLLOWING FORMS ARE REQUIRED AND ARE TO BE FILLED OUT COMPLETELY AND SUBMITTED WITHIN THE QUALIFICATIONS SUBMITTALS AS PER THE INSTRUCTIONS OF SECTION 2.0 "SUBMITTAL REQUIREMENTS". FORMS SHALL BE SIGNED BY AUTHORIZED PERSONNEL, COMPLETED IN THEIR ENTIRETY AND INSERTED WITHIN YOUR SUBMITTAL AS PER THE INSTRUCTIONS. ALL ADDITIONAL REQUESTED DOCUMENTATION SHALL BE SUBMITTED AS REQUIRED BY THE SOLICITATION DOCUMENTS.



CITY OF BUNNELL,  
FLORIDA UTILITIES  
DEPARTMENT

RFQ-01-0-2018  
ISSUED BY: AMANDA RASLOWSKY  
FINANCE SPECIALIST  
PHONE NO: (386) 437-7500  
FAX NO (386) 437-7503  
EMAIL: [ARASLOWSKY@BUNNELLCITY.US](mailto:ARASLOWSKY@BUNNELLCITY.US)

SUBMIT QUALIFICATIONS PACKAGE PRIOR TO:  
CLOSING DATE: APRIL 2, 2018  
CLOSING TIME: 2:00 P.M.

**SUBMIT TO:**  
**KRISTEN BATES**  
**201 WEST MOODY BLVD., BUNNELL, FL**  
**32110**

**PROJECT TITLE & DESCRIPTION:**  
**CONTINUING ON CALL ENGINEERING SERVICES**  
**FOR**  
**WATER RESOURCES, WASTEWATER AND WATER UTILITIES ENGINEERING WITHIN THE**  
**ENVIRONMENTAL AND SANITARY DISCIPLINES**

THE RESPONDENT HEREBY AGREES TO FURNISH THE SERVICES PURSUANT TO ALL REQUIREMENTS, SPECIFICATIONS, AND SCOPE OF SERVICES CONTAINED IN THIS SOLICITATION DOCUMENT, AND FURTHER AGREES THAT THE LANGUAGE OF THIS DOCUMENT SHALL GOVERN IN THE EVENT OF A CONFLICT WITH HIS OR HER RESPONSE. BY MY SIGNATURE I CERTIFY THAT THIS RESPONSE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, BUSINESS ENTITY, OR PERSON SUBMITTING A RESPONSE FOR THE SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

**THIS APPLICATION FORM MUST BE SIGNED TO BE CONSIDERED FOR**

COMPANY NAME:

DATE:

MAILING ADDRESS:

PHONE:

FAX:

CITY:

STATE:

ZIP:

TITLE OF AUTHORIZED REPRESENTATIVE:

E-MAIL:

WEB URL:

AUTHORIZED SIGNATURE:

PRINTED NAME:

## **PROPOSER'S CONTACT INFORMATION FORM**

### **PROPOSER'S INFORMATION**

FIRM NAME:	
FIRMS PRINCIPAL ADDRESS:	
FEIN #:	

### **BUSINESS STRUCTURE**

CORPORATION, JOINT VENTURE, OR PARTNERSHIP: PROPOSERS SUBMITTING QUALIFICATIONS STATEMENTS AS A JOINT VENTURE SHALL SUBMIT A COPY OF THEIR JOINT AGREEMENT. IF A JOINT VENTURE OR PRIME/SUB-CONTRACTOR ARRANGEMENT OF TWO (2) FIRMS, INDICATE HOW THE WORK WILL BE DISTRIBUTED BETWEEN THE PARTNERS.

BUSINESS STRUCTURE	INDICATE BY (X)	COPY OF JOINT VENTURE AGREEMENT ATTACHED (Y / N)	IF APPLICABLE, HOW WILL WORK BE DISTRIBUTED BETWEEN PARTNERS?
CORPORATION			
JOINT VENTURE			
PARTNERSHIP			

IS YOUR COMPANY REGISTERED AND LICENSED IN THE STATE OF FLORIDA TO DO BUSINESS?  YES  NO

IF A JOINT VENTURE, HAS THIS PARTNERSHIP WORKED TOGETHER ON A SIMILAR PROJECT?  YES  NO



**PROPOSER'S INFORMATION FORM**  
**(CONTINUED)**

**BUSINESS OFFICERS**

POSITION	NAME	CONTACT INFORMATION
PRESIDENT		
VICE PRESIDENT		
VICE PRESIDENT		
SECRETARY		
TREASURER		
PROJECT MNGR (ASSIGNED TO THIS PROJECT)		

**BUSINESS LOCATION**

ADDRESS OF OFFICE IN WHICH WORK IS TO BE PERFORMED FROM IF DIFFERENT THAN PRINCIPAL ADDRESS: <hr/> <hr/>
DISTANCE FROM THE JOB SITE TO FIRMS BUSINESS ADDRESS: _____ MILES
OTHER OFFICE LOCATIONS - LOCATION OF OTHER OFFICES FROM WHICH RESOURCES MAY BE DRAWN: <hr/> <hr/>

## PROPOSER'S CERTIFICATION FORM

I HAVE CAREFULLY EXAMINED THE REQUEST FOR QUALIFICATIONS, INSTRUCTIONS TO PROPOSERS, GENERAL AND/OR SPECIAL CONDITIONS, VENDOR'S NOTES, SPECIFICATIONS, PROPOSED AGREEMENT AND ANY OTHER DOCUMENTS ACCOMPANYING OR MADE A PART OF THIS REQUEST FOR QUALIFICATIONS.

I AGREE TO ABIDE BY ALL CONDITIONS OF THE RFQ AND UNDERSTAND THAT A BACKGROUND INVESTIGATION MAY BE CONDUCTED BY THE CITY OF BUNNELL PRIOR TO AN AWARD.

I CERTIFY THAT ALL INFORMATION CONTAINED IN THIS SUBMITTAL IS TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT I AM A DULY AUTHORIZED TO SUBMIT THIS QUALIFICATIONS STATEMENT ON BEHALF OF THE VENDOR / CONTRACTOR AS ITS ACT AND DEED AND THAT THE VENDOR / CONTRACTOR IS READY, WILLING AND ABLE TO PERFORM IF AWARDED THE CONTRACT.

I FURTHER CERTIFY, UNDER OATH, THAT THIS QUALIFICATIONS STATEMENT IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, CONNECTION, DISCUSSION, OR COLLUSION WITH ANY OTHER PERSON, FIRM OR CORPORATION SUBMITTING A QUALIFICATIONS STATEMENT FOR THE SAME PRODUCT OR SERVICE; NO OFFICER, EMPLOYEE OR AGENT OF THE CITY OF BUNNELL GOVERNMENT OR OF ANY OTHER PROPOSER INTERESTED IN SAID RFQ; AND THAT THE UNDERSIGNED EXECUTED THIS PROPOSER'S CERTIFICATION WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE MATTERS THEREIN CONTAINED AND WAS DULY AUTHORIZED TO DO SO.

NAME OF  
BUSINESS

SWORN TO AND SUBSCRIBED BEFORE ME

BY:

THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NAME & TITLE, TYPED OR  
PRINTED

\_\_\_\_\_  
SIGNATURE OF NOTARY

\_\_\_\_\_  
MAILING ADDRESS

NOTARY PUBLIC, STATE OF \_\_\_\_

\_\_\_\_\_  
CITY, STATE, ZIP CODE

PERSONALLY KNOWN  
-OR-  
PRODUCED IDENTIFICATION \_\_\_\_

(\_\_\_\_)\_\_\_\_\_  
TELEPHONE NUMBER



**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES FORM**

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

THIS SWORN STATEMENT IS SUBMITTED TO THE CITY OF BUNNELL BY \_\_\_\_\_  
(INDIVIDUAL'S NAME AND TITLE)

FOR \_\_\_\_\_  
(NAME OF ENTITY SUBMITTING SWORN STATEMENT)

WHOSE BUSINESS ADDRESS IS \_\_\_\_\_

AND (IF APPLICABLE) ITS FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) IS \_\_\_\_\_ (IF  
THE ENTITY HAS NO FEIN, INCLUDE THE SOCIAL SECURITY NUMBER OF THE INDIVIDUAL SIGNING  
THIS SWORN STATEMENT)

1. I UNDERSTAND THAT A "PUBLIC ENTITY CRIME" AS DEFINED IN SECTION 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 TO BE PROVIDED TO ANY PUBLIC ENTITY OR AN AGENCY OR POLITICAL SUBDIVISION OF ANY OTHER STATE OR A OF THE UNITED STATES AND INVOLVING ANTITRUST, FRAUD, THEFT, BRIBERY, COLLUSION, RACKETEERING, CONSPIRACY, OR MATERIAL MISREPRESENTATION.
2. I UNDERSTAND THAT "CONVICTED" OR "CONVICTION" AS DEFINED IN PARAGRAPH 287.133(1)(B), FLORIDA STATUTES, MEANS A FINDING OF GUILT OR A CONVICTION OF A PUBLIC ENTITY CRIMES, 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.
3. I UNDERSTAND THAT AN "AFFILIATE" AS DEFINED IN SECTION 287.133(1)(A), FLORIDA STATUTES, MEANS: PREDECESSOR OR SUCCESSOR OF A PERSON CONVICTED OF A PUBLIC ENTITY CRIME: OR AN ENTITY UNDER THE CONTROL OF ANY NATURAL PERSON WHO IS ACTIVE IN THE MANAGEMENT OF THE ENTITY AND HOW 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 (1) PERSON OF SHARES CONSTITUTING A CONTROLLING INTEREST IN ANOTHER PERSON, OR A POOLING OF EQUIPMENT OR INCOME AMONG PERSONS WHEN NOT FOR FAIR MARKET VALUE UNDER AN ARM'S LENGTH AGREEMENT, SHALL BE A PRIMA FACIE CASE THAT ONE PERSON CONTROLS ANOTHER PERSON. A PERSON WHO KNOWINGLY ENTERS INTO A JOINT VENTURE WITH A PERSON WHO HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME IN FLORIDA DURING THE PRECEDING THIRTY-SIX (36) MONTHS SHALL BE CONSIDERED AN AFFILIATE.
4. I UNDERSTAND THAT A "PERSON" AS DEFINED IN SECTION 287.133(1)(E), FLORIDA STATUTES, MEANS ANY NATURAL PERSON OR ENTITY ORGANIZED UNDER THE LAWS OF ANY STATE OR OF THE UNITED STATES WITH THE LEGAL POWER TO ENTER INTO A BINDING CONTRACT AND WHICH BIDS OR APPLIES TO BID ON CONTRACTS FOR THE PROVISION OF GOODS OR SERVICES LET BY A PUBLIC ENTITY, OR WHICH OTHERWISE TRANSACTS OR APPLIES TO TRANSACT BUSINESS WITH A PUBLIC ENTITY. THE TERM "PERSON" INCLUDES THOSE OFFICERS, DIRECTORS, EXECUTIVES,

PARTNERS, SHAREHOLDERS EMPLOYEES, MEMBERS, AND AGENTS WHO ARE ACTIVE IN MANAGEMENT OF AN ENTITY.

5. BASED ON INFORMATION AND BELIEF, THE STATEMENT WHICH I HAVE MARKED BELOW IS TRUE IN RELATION TO THE ENTITY SUBMITTING THIS SWORN STATEMENT. (YOU MUST INDICATE WHICH STATEMENT APPLIES.)

\_\_\_\_\_ NEITHER THE ENTITY SUBMITTING THIS SWORN STATEMENT, NOR ANY OFFICERS, DIRECTORS, EXECUTIVES, PARTNERS, SHAREHOLDERS, EMPLOYEES, MEMBERS, OR AGENT WHO IS ACTIVE IN MANAGEMENT OF THE ENTITY, NOR THE AFFILIATE OF THE ENTITY HAS BEEN CHARGED WITH AND CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989.

\_\_\_\_\_ THE ENTITY SUBMITTING THIS SWORN STATEMENT, OR ONE OR MORE OF THE OFFICERS, DIRECTORS, EXECUTIVES, PARTNERS, SHAREHOLDERS, EMPLOYEES, MEMBERS OR AGENT 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.

\_\_\_\_\_ THE ENTITY SUBMITTING THIS SWORN STATEMENT, OR ONE OR 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. HOWEVER, THERE HAS BEEN A SUBSEQUENT PROCEEDING BEFORE AN ADMINISTRATIVE LAW JURY OF THE STATE OF FLORIDA, DIVISION OF ADMINISTRATIVE HEARINGS AND THE FINAL ORDER ENTERED BY THE ADMINISTRATIVE LAW JURY DETERMINED THAT IT WAS NOT IN THE PUBLIC INTEREST TO PLACE THE ENTITY SUBMITTING THIS SWORN STATEMENT ON THE CONVICTED VENDOR LIST. (YOU MUST ATTACH A COPY OF THE FINAL ORDER).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF BUNNELL IS FOR THE CITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY, APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY,  
\_\_\_\_\_  
(NAME OF INDIVIDUAL SIGNING)

WHO, AFTER FIRST BEING SWORN BY ME, AFFIXED HIS/HER SIGNATURE IN THE SPACE PROVIDED ABOVE ON THE \_\_\_ DAY OF \_\_\_\_\_, 20 \_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_



## COMPLIANCE WITH THE PUBLIC RECORDS LAW FORM

Upon notice of an intended decision or thirty (30) days after receiving, submittals 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 solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Bunnell.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to indemnify, defend, and hold harmless the City in the event we are forced to litigate the public records status of the company's documents.

Company Name: \_\_\_\_\_

Authorized representative (printed): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_

Date: \_\_\_\_\_

PROJECT NUMBER: RFQ-01-0-2018 - UTILITY ENGINEERING SERVICES





**VENDOR CERTIFICATION REGARDING SCRUTINIZED  
COMPANIES LIST**

\*If bid amount is less than one million dollars (\$1,000,000), this form is not required.

Respondent Vendor's Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of one million dollars (\$1,000,000) or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both Lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor's Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Certified By: \_\_\_\_\_, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS DRAFT CONTRACT IS REPRESENTATIVE OF THE CONTRACT THE SUCCESSFUL RESPONDENT(S) SHALL BE REQUIRED TO EXECUTE. TO MEET THE NEEDS OF THE CITY, THE CONTRACT MAY BE REVISED DURING NEGOTIATIONS WITH THE CHOSEN RESPONDENT(S).**

CITY OF BUNNELL  
CONTRACT WITH \_\_\_\_\_ FOR UTILITY ENGINEERING  
SERVICES RFQ-01-0-2018

THIS CONTRACT MADE AND ENTERED INTO THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ BY  
AND BETWEEN THE:

**CITY OF BUNNELL, FLORIDA  
201 WEST MOODY BLVD.,  
BUNNELL, FLORIDA 32110**

A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, HOLDING TAX EXEMPT STATUS,  
HEREINAFTER REFERRED TO AS THE "CITY," AND:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A CORPORATION, AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA,  
HEREINAFTER REFERRED TO AS THE "CONTRACTOR". THE CITY AND THE  
CONTRACTOR ARE COLLECTIVELY REFERRED TO HEREIN AS THE "PARTIES".

WITNESSETH:

WHEREAS, THE CITY DESIRES TO RETAIN THE CONTRACTOR FOR THE WORK  
IDENTIFIED IN THE REQUEST FOR QUALIFICATION AND DESCRIPTION OF SERVICES  
OUTLINED IN EXHIBIT A; AND

WHEREAS, THE CITY DESIRES TO EMPLOY THE CONTRACTOR FOR THE  
PERFORMANCE TO SUPPORT THE ACTIVITIES, PROGRAMS, AND PROJECTS OF THE CITY  
UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, AND THE CONTRACTOR  
IS DESIROUS OF PERFORMING AND PROVIDING SUCH SERVICES UPON SAID TERMS AND  
CONDITIONS; AND

WHEREAS, THE CONTRACTOR HEREBY WARRANTS AND REPRESENTS TO THE  
CITY THAT IT IS COMPETENT AND OTHERWISE ABLE TO PROVIDE PROFESSIONAL AND  
HIGH QUALITY SERVICES TO THE CITY; AND

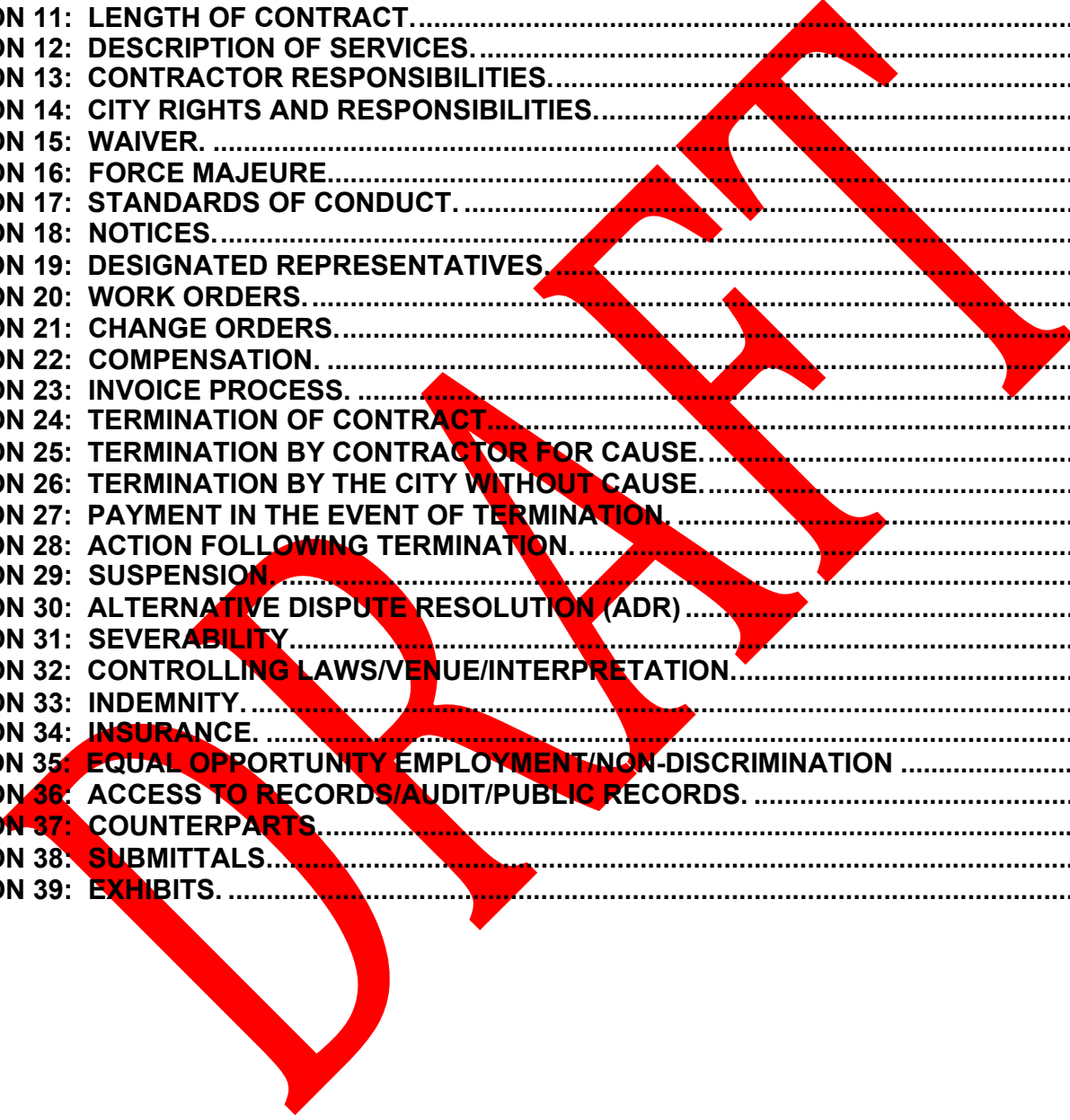
WHEREAS, ALL SUBMISSIONS SUBMITTED BY THE CONTRACTOR IN THE  
QUALIFICATIONS SUBMITTED TO THE CITY ARE HEREBY INCORPORATED TO THE EXTENT  
NOT INCONSISTENT WITH THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND  
AGREEMENTS HEREINAFTER CONTAINED AND OTHER GOOD AND VALUABLE

CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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**SECTION 1: DEFINITIONS.**

AD VALOREM - IN PROPORTION TO THE ESTIMATED VALUE OF THE GOODS TAXED.

CONTRACT – THIS DOCUMENT AND ALL SUBSEQUENT WORK ORDERS BETWEEN THE CITY AND CONTRACTOR. EACH EXHIBIT, AS IDENTIFIED BELOW, EVEN IF NOT PHYSICALLY ATTACHED, SHALL BE TREATED AS IF THEY WERE PART OF THIS CONTRACT.

BILLING PERIOD – THE PERIOD OF TIME BETWEEN PROJECT COMMENCEMENT TO THE CLOSE OF THE CURRENT PERIOD, (INCLUSIVE); OR FROM THE CLOSE OF THE PREVIOUS BILLING PERIOD, (EXCLUSIVE), TO THE CLOSE OF THE CURRENT PERIOD, USUALLY CONCURRENT WITH THE MONTH. IN NO CASE SHALL THIS PERIOD BE LESS THAN ONE CALENDAR MONTH EXCEPT FOR THE FINAL BILLING PERIOD.

BONA FIDE - MADE OR CARRIED OUT IN GOOD FAITH; SINCERE.

CITY – THE CITY OF BUNNELL, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA HOLDING TAX EXEMPT STATUS.

CONTRACTOR - TO INCLUDE ALL PRINCIPALS OF THE CONTRACTOR INCLUDING, BUT NOT LIMITED TO, FULL AND PART TIME EMPLOYEES, PROFESSIONAL OR OTHERWISE, AND ALL OTHER AGENTS EMPLOYED BY OR FOR CONTRACTOR TO PERFORM ITS OBLIGATIONS HEREUNDER.

DESCRIPTION OF SERVICES - SHALL BE WRITTEN IN PARAGRAPH FORM REASONABLY DESCRIBING THOSE SERVICES THE CITY CAN EXPECT THE CONTRACTOR TO PROVIDE. THE DESCRIPTION SHALL BE WRITTEN IN SUCH A MANNER THAT THE TYPE OF SERVICE IS CLEARLY PROVIDED, BUT BROAD ENOUGH THAT ALL SERVICES REASONABLY EXPECTED OF THE CONTRACTOR, INCLUDING SERVICES PROVIDED BY PARTNERS, SUBCONTRACTORS, AND OTHER SUPPORTING PROFESSIONALS, CAN BE PROVIDED TO THE CITY.

DESIGNATED REPRESENTATIVE – A PERSON WHO ADMINISTERS, REVIEWS, AND COORDINATES THE PROVISION OF SERVICES. THIS DEFINITION APPLIES EQUALLY TO THE CITY AND TO THE CONTRACTOR.

FORCE MAJEURE - FORCE MAJEURE SHALL INCLUDE, BUT NOT BE LIMITED TO, HOSTILITY, REVOLUTION, CIVIL COMMOTION, STRIKE, EPIDEMIC, FIRE, FLOOD, WIND, EARTHQUAKE, EXPLOSION, ANY LAW, PROCLAMATION, REGULATION, OR ORDINANCE OR OTHER ACT OF GOVERNMENT, OR ANY ACT OF GOD OR ANY CAUSE WHETHER OF THE SAME OR DIFFERENT NATURE, EXISTING OR FUTURE; PROVIDED THAT THE CAUSE WHETHER OR NOT ENUMERATED IN THIS CONTRACT IS BEYOND THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF THE PARTY SEEKING RELIEF UNDER THIS CONTRACT.

LAW - SAID PHRASE SHALL INCLUDE STATUTES, CODES, RULES, AND REGULATIONS OF WHATSOEVER TYPE OR NATURE ENACTED OR ADOPTED BY A GOVERNMENTAL ENTITY OF COMPETENT JURISDICTION.

PARI MATERIA – OF THE SAME MATTER; ON THE SAME SUBJECT. LAWS PARI MATERIA MUST BE CONSTRUED WITH REFERENCE TO EACH OTHER/TOGETHER WHEN RELATED TO THE SAME MATTER OR SUBJECT. THE PROVISIONS OF A CONTRACT ARE TO BE CONSTRUED TOGETHER WITH NO ISOLATED CONSTRUCTION OF A PARTICULAR PROVISION SUCH THAT IT WOULD DEFEAT THE OVERALL INTENT OF THE CONTRACT.

SUBMITTALS – ANY ITEM REQUIRED BY THIS CONTRACT THAT THE CONTRACTOR MUST PROVIDE THE CITY EITHER FOR INCLUSION AS PART OF THIS CONTRACT OR NOT.

**TYPE OF SERVICE – UTILITY ENGINEERING SERVICES**

WORK ORDER - A DETAILED DESCRIPTION OF QUANTITIES, SERVICES, AND A COMPLETION SCHEDULE PROVIDED ISSUED BY THE CITY ON IT'S APPROVED FORM WHICH, ON OCCASION, MAY CONTAIN DOCUMENTS PUBLISHED ON CONTRACTOR LETTERHEAD DESCRIBING ALL WORK ASSOCIATED WITH THE SERVICE TO BE PROVIDED BY THE CONTRACTOR TO THE CITY FOR AN AGREED PRICE REFERENCING THIS CONTRACT BY TITLE AND DATE.

**SECTION 2: CAPTIONS.**

THE SECTION HEADINGS AND CAPTIONS OF THIS CONTRACT ARE FOR CONVENIENCE AND REFERENCE ONLY AND IN NO WAY DEFINE, LIMIT, DESCRIBE THE SCOPE OR INTENT OF THIS CONTRACT OR ANY PART THEREOF, OR IN ANY WAY AFFECT THIS CONTRACT OR CONSTRUE ANY PROVISION OF THIS CONTRACT.

**SECTION 3: EXTENT OF CONTRACT/INTEGRATION/AMENDMENT.**

(A) THIS CONTRACT, TOGETHER WITH THE EXHIBITS, CONSTITUTES THE ENTIRE INTEGRATED CONTRACT BETWEEN THE CITY AND THE CONTRACTOR AND SUPERSEDES ALL PRIOR WRITTEN OR ORAL UNDERSTANDINGS IN CONNECTION THEREWITH. THIS CONTRACT, AND ALL THE TERMS AND PROVISIONS CONTAINED HEREIN, INCLUDING WITHOUT LIMITATION THE EXHIBITS ATTACHED, CONSTITUTE THE FULL AND COMPLETE CONTRACT BETWEEN THE PARTIES HERETO TO THE DATE HEREOF, AND SUPERSEDES AND CONTROLS OVER ANY AND ALL PRIOR AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS, CORRESPONDENCE, AND STATEMENTS, WHETHER WRITTEN OR ORAL.

(B) THIS CONTRACT MAY ONLY BE AMENDED, SUPPLEMENTED, OR MODIFIED BY A FORMAL WRITTEN AMENDMENT.

(C) ANY ALTERATIONS, AMENDMENTS, DELETIONS, OR WAIVERS OF THE PROVISIONS OF THIS CONTRACT SHALL BE VALID ONLY WHEN EXPRESSED IN WRITING AND DULY SIGNED BY THE PARTIES.

(D) THE EXHIBITS MADE PART OF THIS CONTRACT ARE AS FOLLOWS:

- EXHIBIT A - DESCRIPTION OF SERVICES
- EXHIBIT B - CERTIFICATE OF LIABILITY INSURANCE
- EXHIBIT C - DRAFT CITY WORK ORDER FORM
- EXHIBIT D - ADA FORM
- EXHIBIT E - PRICE SCHEDULE
- EXHIBIT F - BUSINESS TAX RECEIPT – (CITY OF BUNNELL)
- EXHIBIT G - CURRENT CAPITAL IMPROVEMENT PROGRAM

**SECTION 4: NO GENERAL CITY OBLIGATION.**

(A) IN NO EVENT SHALL ANY OBLIGATION OF THE CITY UNDER THIS CONTRACT BE OR CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE CITY, A PLEDGE OF THE AD VALOREM TAXING POWER OF THE CITY OR A GENERAL OBLIGATION OR INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF FLORIDA OR ANY OTHER APPLICABLE LAWS, BUT SHALL BE PAYABLE SOLELY FROM LEGALLY AVAILABLE REVENUES AND FUNDS.

(B) THE CONTRACTOR SHALL NOT HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY.

**SECTION 5: CONTRACTOR UNDERSTANDING OF SERVICES REQUIRED.**

(A) EXECUTION OF THIS CONTRACT BY THE CONTRACTOR IS A REPRESENTATION THAT THE CONTRACTOR IS FAMILIAR WITH LOCAL CONDITIONS AND WITH THE SERVICES TO BE PERFORMED. THE CONTRACTOR SHALL MAKE NO CLAIM FOR ADDITIONAL TIME OR MONEY BASED UPON ITS FAILURE TO COMPLY WITH THIS CONTRACT. THE CONTRACTOR HAS INFORMED THE CITY, AND HEREBY REPRESENTS TO THE CITY, THAT IT HAS EXTENSIVE EXPERIENCE IN PERFORMING AND PROVIDING THE SERVICES AND/OR GOODS DESCRIBED IN THIS CONTRACT AND TO BE IDENTIFIED IN THE WORK ORDERS, AND THAT IT IS WELL ACQUAINTED WITH THE COMPONENTS THAT ARE PROPERLY AND CUSTOMARILY INCLUDED WITHIN SUCH PROJECTS AND THE REQUIREMENTS OF LAWS, ORDINANCES, RULES, REGULATIONS, OR ORDERS OF ANY PUBLIC AUTHORITY OR LICENSING ENTITY HAVING JURISDICTION OVER CITY PROJECTS. EXECUTION OF A WORK ORDER SHALL BE AN AFFIRMATIVE AND IRREFUTABLE REPRESENTATION BY THE CONTRACTOR TO THE CITY THAT THE CONTRACTOR IS FULLY FAMILIAR WITH ANY AND ALL REQUISITE WORK CONDITIONS OF THE PROVISIONS OF THE SERVICES.

(B) THE RECITALS HEREIN ARE TRUE AND CORRECT AND FORM AND CONSTITUTE A MATERIAL PART OF THIS CONTRACT UPON WHICH THE PARTIES HAVE RELIED.

(C) IT IS AGREED THAT NOTHING HEREIN CONTAINED IS INTENDED OR SHOULD BE CONSTRUED AS IN ANY MANNER CREATING OR ESTABLISHING A RELATIONSHIP OF CO-PARTNERS BETWEEN THE PARTIES, OR AS CONSTITUTING THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, ITS OFFICERS, EMPLOYEES, AND AGENTS) THE AGENT, REPRESENTATIVE, OR EMPLOYEE OF THE CITY FOR ANY PURPOSE, OR IN ANY MANNER, WHATSOEVER. THE CONTRACTOR IS TO BE AND SHALL REMAIN FOREVER AN INDEPENDENT CONTRACTOR WITH RESPECT TO ALL SERVICES PERFORMED UNDER THIS CONTRACT.

(D) PERSONS EMPLOYED BY THE CONTRACTOR IN THE PROVISION AND PERFORMANCE OF THE SERVICES AND FUNCTIONS PURSUANT TO THIS CONTRACT SHALL HAVE NO CLAIM TO PENSION, WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION, CIVIL SERVICE OR OTHER EMPLOYEE RIGHTS OR PRIVILEGES GRANTED TO THE CITY'S OFFICERS AND EMPLOYEES EITHER BY OPERATION OF LAW OR BY THE CITY.

**SECTION 6: GENERAL PROVISIONS.**

(A) EACH PARTY HERETO REPRESENTS TO THE OTHER THAT IT HAS UNDERTAKEN ALL NECESSARY ACTIONS TO EXECUTE THIS CONTRACT, AND THAT IT HAS THE LEGAL AUTHORITY TO ENTER INTO THIS CONTRACT, AND TO UNDERTAKE ALL OBLIGATIONS IMPOSED ON IT. THE PERSON(S) EXECUTING THIS CONTRACT FOR THE CONTRACTOR CERTIFIES/CERTIFY THAT HE/SHE/THEY IS/ARE AUTHORIZED TO BIND THE CONTRACTOR FULLY TO THE TERMS OF THIS CONTRACT.

(B) THIS CONTRACT IS FOR **UTILITY ENGINEERING SERVICES** NEEDED FOR THE CITY'S OPERATIONS AS SET FORTH HEREIN AND AS OTHERWISE DIRECTED BY THE CITY TO INCLUDE ALL LABOR AND MATERIALS THAT MAY BE REQUIRED.

(C) THE CONTRACTOR ACKNOWLEDGES THAT THE CITY MAY RETAIN OTHER CONTRACTORS TO PROVIDE THE SAME TYPES OF SERVICES FOR CITY PROJECTS. THE CITY RESERVES THE RIGHT TO SELECT WHICH CONTRACTOR SHALL PROVIDE SERVICES FOR CITY PROJECTS.

(D) THE CONTRACTOR ACKNOWLEDGES THAT THE CITY HAS RETAINED OTHER CONTRACTORS AND THE COORDINATION BETWEEN SAID CONTRACTORS AND THE CONTRACTOR MAY BE NECESSARY FROM TIME TO TIME FOR THE SUCCESSFUL COMPLETION OF EACH WORK ORDER. THE CONTRACTOR AGREES TO PROVIDE SUCH COORDINATION AS NECESSARY WITHIN THE SCOPE OF SERVICES AS CONTAINED IN SECTION 12; DESCRIPTION OF SERVICES.

(E) THE CONTRACTOR AGREES TO PROVIDE AND ENSURE COORDINATION BETWEEN GOODS / SERVICES PROVIDERS.

(F) TIME IS OF THE ESSENCE OF THE LAWFUL PERFORMANCE OF THE DUTIES AND OBLIGATIONS CONTAINED IN THIS CONTRACT TO INCLUDE, BUT NOT BE LIMITED TO, EACH WORK ORDER. THE PARTIES COVENANT AND AGREE THAT THEY SHALL DILIGENTLY AND EXPEDITIOUSLY PURSUE THEIR RESPECTIVE OBLIGATIONS SET FORTH IN THIS CONTRACT AND EACH WORK ORDER.

(G) CONTRACTOR SHALL MAINTAIN AN ADEQUATE AND COMPETENT STAFF OR PROFESSIONALLY QUALIFIED PERSONS THROUGHOUT THE PERFORMANCE OF THIS CONTRACT TO ENSURE ACCEPTABLE AND TIMELY COMPLETION OF EACH WORK ORDER.

(H) REQUIREMENTS FOR SIGNING AND SEALING PLANS, REPORTS, AND DOCUMENTS PREPARED BY THE CONTRACTOR SHALL BE GOVERNED BY THE LAWS AND REGULATIONS OF FLAGLER COUNTY AND STATE REGULATORY AGENCIES.

(I) THE CONTRACTOR HEREBY GUARANTEES THE CITY THAT ALL MATERIAL, SUPPLIES, SERVICES, AND EQUIPMENT AS LISTED ON A PURCHASE ORDER MEET THE REQUIREMENTS, SPECIFICATIONS, AND STANDARDS AS PROVIDED FOR UNDER THE FEDERAL OCCUPATIONS SAFETY AND HEALTH ACT OF 1970, FROM TIME TO TIME AMENDED AND IN FORCE ON THE DATE HEREOF.

(J) NO CLAIM FOR SERVICES FURNISHED BY THE CONTRACTOR NOT SPECIFICALLY PROVIDED FOR HEREIN SHALL BE HONORED BY THE CITY.

**SECTION 7: CODES AND DESIGN STANDARDS.**

(A) ALL THE SERVICES TO BE PROVIDED OR PERFORMED BY THE CONTRACTOR SHALL IN THE MINIMUM BE IN CONFORMANCE WITH COMMONLY ACCEPTED INDUSTRY AND PROFESSIONAL CODES AND STANDARDS, STANDARDS OF THE CITY, AND THE LAWS OF ANY FEDERAL, STATE, OR LOCAL REGULATORY AGENCIES.

(B) THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING APPRISED OF ANY CHANGING LAWS APPLICABLE TO THE SERVICES TO BE PERFORMED UNDER THIS CONTRACT.



**SECTION 8: SUBCONTRACTORS.**

(A) ANY CONTRACTOR PROPOSED SUBCONTRACTOR SHALL BE SUBMITTED TO THE CITY FOR WRITTEN APPROVAL PRIOR TO THE CONTRACTOR ENTERING INTO A SUBCONTRACT. SUBCONTRACTOR INFORMATION SHALL INCLUDE, BUT NOT BE LIMITED TO, STATE REGISTRATIONS, BUSINESS ADDRESS, OCCUPATIONAL LICENSE TAX PROOF OF PAYMENT, AND INSURANCE CERTIFICATIONS.

(B) THE CONTRACTOR SHALL COORDINATE THE PROVISION OF SERVICES AND WORK PRODUCT OF ANY CITY APPROVED SUBCONTRACTOR AND REMAIN FULLY RESPONSIBLE FOR SUCH SERVICES AND WORK UNDER THE TERMS OF THIS CONTRACT.

(C) ANY SUBCONTRACT SHALL BE IN WRITING AND SHALL INCORPORATE THIS CONTRACT AND REQUIRE THE SUBCONTRACTORS TO ASSUME PERFORMANCE OF THE CONTRACTOR DUTIES COMMENSURATELY WITH THE CONTRACTOR'S DUTIES TO THE CITY UNDER THIS CONTRACT, IT BEING UNDERSTOOD THAT NOTHING HEREIN SHALL IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OF ITS DUTIES UNDER THIS CONTRACT. THE CONTRACTOR SHALL PROVIDE THE CITY WITH EXECUTED COPIES OF ALL SUBCONTRACTS.

**SECTION 9: ASSIGNABILITY.**

THE CONTRACTOR SHALL NOT SUBLET, ASSIGN, OR TRANSFER ANY INTEREST IN THIS CONTRACT, OR CLAIMS FOR THE MONEY DUE OR TO BECOME DUE OUT OF THIS CONTRACT TO A BANK, TRUST COMPANY, OR OTHER FINANCIAL INSTITUTION WITHOUT WRITTEN CITY APPROVAL. WHEN APPROVED BY THE CITY, WRITTEN NOTICE OF SUCH ASSIGNMENT OR TRANSFER SHALL BE FURNISHED PROMPTLY TO THE CITY.

**SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF CONTRACT.**

(A) THE CONTRACTOR SHALL COMMENCE THE PROVISION OF SERVICES AS DESCRIBED IN THIS CONTRACT IMMEDIATELY UPON EXECUTION OF THIS CONTRACT.

(B) THE CONTRACTOR AND THE CITY AGREE TO MAKE EVERY EFFORT TO ADHERE TO THE SCHEDULES ESTABLISHED FOR THE VARIOUS WORK ORDERS AS DESCRIBED IN EACH WORK ORDER. HOWEVER, IF THE CONTRACTOR IS DELAYED AT ANY TIME IN THE PROVISION OF SERVICES BY ANY ACT OR OMISSION OF THE CITY, OR OF ANY EMPLOYEE OF THE CITY, OR BY ANY OTHER CONTRACTOR EMPLOYED BY THE CITY, OR BY CHANGES ORDERED BY THE CITY, OR BY STRIKES, LOCK OUTS, FIRE, UNUSUAL DELAY IN TRANSPORTATION, UNAVOIDABLE CASUALTIES, OR ANY OTHER CAUSES OF FORCE MAJEURE NOT RESULTING FROM THE INACTIONS OR ACTIONS OF THE CONTRACTOR AND BEYOND THE CONTRACTOR'S CONTROL WHICH WOULD NOT REASONABLY BE EXPECTED TO OCCUR IN CONNECTION WITH OR DURING PERFORMANCE OR PROVISION OF THE SERVICES, OR BY DELAY AUTHORIZED BY THE CITY PENDING A DECISION, OR BY ANY CAUSE WHICH THE CITY SHALL DECIDE TO JUSTIFY THE DELAY, THE TIME OF COMPLETION SHALL BE EXTENDED FOR SUCH REASONABLE TIME AS THE CITY MAY DECIDE IN ITS SOLE AND ABSOLUTE DISCRETION. IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED THAT THE CONTRACTOR SHALL NOT BE ENTITLED TO ANY DAMAGES OR COMPENSATION, OR BE REIMBURSED FOR ANY LOSSES ON ACCOUNT OF ANY DELAY OR DELAYS RESULTING FROM ANY OF THE AFORESAID CAUSES OR ANY OTHER CAUSE WHATSOEVER.



**SECTION 11: LENGTH OF CONTRACT.**

- (A) THE TERM OF THIS CONTRACT IS FOR A THREE (3) YEAR PERIOD COMMENCING ON THE DATE OF FULL EXECUTION OF THIS CONTRACT BY THE PARTIES.
- (B) THE CONTRACTOR SERVICES SHALL BEGIN UPON WRITTEN NOTIFICATION TO PROCEED BY THE CITY.
- (C) CONTRACTOR SERVICES SHALL BE ON A WORK ORDER BASIS AND MAY INCLUDE MATTERS SUCH AS SERVING AS AN EXPERT WITNESS.
- (D) SUBSEQUENT TO THE CONCLUSION OF THE INITIAL THREE (3) YEAR TERM, THIS CONTRACT MAY BE RENEWED ANNUALLY, AT THE CITY'S DISCRETION, FOR A MAXIMUM OF TWO (2) ADDITIONAL YEARS. SHOULD THE CITY WISH TO NOT HAVE THIS CONTRACT RENEWED FOR ANY YEAR, THE CITY SHALL PROVIDE WRITTEN NOTICE TO THE CONTRACTOR NINETY (90) DAYS PRIOR TO THE ENDING DATE.

**SECTION 12: DESCRIPTION OF SERVICES.**

- (A) THE CONTRACTOR SHALL PROVIDE **UTILITY ENGINEERING SERVICES**. THE DESCRIPTION OF SERVICES IS FURTHER AND MORE SPECIFICALLY OUTLINED IN EXHIBIT A.
- (B) THE CONTRACTOR SHALL DILIGENTLY AND IN A PROFESSIONAL AND TIMELY MANNER PERFORM AND PROVIDE THE SERVICES OUTLINED HEREIN OR AS INCLUDED IN EACH SUBSEQUENTLY ENTERED WORK ORDER. UNLESS MODIFIED IN WRITING BY THE PARTIES HERETO, THE DUTIES OF THE CONTRACTOR SHALL NOT BE CONSTRUED TO EXCEED THE PROVISION OF THE SERVICES PERTAINING TO THIS CONTRACT.
- (C) THE CITY AND CONTRACTOR AGREE THAT THERE MAY BE CERTAIN ADDITIONAL SERVICES REQUIRED TO BE PERFORMED BY THE CONTRACTOR DURING THE PERFORMANCE OF THE WORK ORDERS THAT CAN NOT BE DEFINED SUFFICIENTLY AT THE TIME OF EXECUTION OF THIS CONTRACT. SUCH SERVICES SHALL BE AUTHORIZED IN WRITING AS A CHANGE ORDER IN ACCORDANCE WITH SECTION 21. THE WORK ORDERS MAY CONTAIN ADDITIONAL INSTRUCTIONS OR PROVIDE SPECIFICATIONS UPON CERTAIN ASPECTS OF THIS CONTRACT PERTINENT TO THE WORK TO BE UNDERTAKEN. SUCH SUPPLEMENTAL INSTRUCTIONS OR PROVISIONS SHALL NOT BE CONSTRUED AS A MODIFICATION OF THIS CONTRACT.

**SECTION 13: CONTRACTOR RESPONSIBILITIES.**

- (A) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROFESSIONAL QUALITY, ACCEPTED STANDARDS, TECHNICAL ACCURACY AND THE COORDINATION OF ALL SERVICES FURNISHED BY THE CONTRACTOR UNDER THIS CONTRACT AS WELL AS THE CONDUCT OF ITS STAFF, PERSONNEL, EMPLOYEES, AND AGENTS. THE CONTRACTOR SHALL WORK CLOSELY WITH THE CITY ON ALL ASPECTS OF THE PROVISION OF THE SERVICES. WITH RESPECT TO SERVICES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROFESSIONAL QUALITY, TECHNICAL ACCURACY, COMPETENCE, METHODOLOGY, ACCURACY, AND THE COORDINATION OF ALL OF THE FOLLOWING WHICH ARE LISTED FOR ILLUSTRATION PURPOSES AND NOT AS A LIMITATION: DOCUMENTS, ANALYSIS, REPORTS, DATA, PLANS, PLATS, MAPS, SURVEYS, SPECIFICATIONS, AND ANY AND ALL OTHER SERVICES OF WHATEVER TYPE OR NATURE FURNISHED BY THE CONTRACTOR UNDER THIS CONTRACT. THE CONTRACTOR SHALL,

WITHOUT ADDITIONAL COMPENSATION, CORRECT OR REVISE ANY ERRORS OR DEFICIENCIES IN HIS PLANS, ANALYSIS, DATA, REPORTS, DESIGNS, DRAWINGS, SPECIFICATIONS, AND ANY AND ALL OTHER SERVICES OF WHATEVER TYPE OR NATURE.

(B) THE CONTRACTOR SHALL FURNISH A CONTRACTOR DESIGNATED REPRESENTATIVE TO ADMINISTER, REVIEW, AND COORDINATE THE PROVISION OF SERVICES UNDER THIS CONTRACT AND EACH WORK ORDER.

(C) NEITHER CITY REVIEW, APPROVAL, OR ACCEPTANCE OF, NOR PAYMENT FOR, ANY OF THE SERVICES REQUIRED UNDER THIS CONTRACT SHALL BE CONSTRUED TO OPERATE AS A WAIVER OF ANY RIGHTS OR OF ANY CAUSE OF ACTION ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL BE AND SHALL REMAIN LIABLE TO THE CITY IN ACCORDANCE WITH APPLICABLE LAW FOR ALL DAMAGES TO THE CITY CAUSED BY THE CONTRACTOR'S NEGLIGENT OR IMPROPER PERFORMANCE OR FAILURE TO PERFORM ANY OF THE SERVICES FURNISHED UNDER THIS CONTRACT.

(D) THE RIGHTS AND REMEDIES OF THE CONTRACTOR, PROVIDED FOR UNDER THIS CONTRACT, ARE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES PROVIDED BY LAW.

(E) IN THE EVENT THE CONTRACTOR FAILS TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS CONTRACT, THE CITY SHALL NOTIFY THE CONTRACTOR'S DESIGNATED REPRESENTATIVE IN WRITING SO THAT THE CONTRACTOR MAY TAKE REMEDIAL ACTION.

(F) TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL SERVICES PROVIDED BY THE CONTRACTOR UNDER THE TERMS OF THIS CONTRACT AND EACH AND EVERY WORK ORDER.

(G) CONTRACTOR SHALL NOT HIRE/EMPLOY ANY INDEPENDENT CONTRACTORS DURING THE TERM OF THIS CONTRACT WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE CITY.

#### **SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.**

(A) THE CITY SHALL REASONABLY COOPERATE WITH THE CONTRACTOR IN A TIMELY FASHION AT NO COST TO THE CONTRACTOR AS SET FORTH IN THIS SECTION.

(B) THE CITY SHALL FURNISH A CITY DESIGNATED REPRESENTATIVE TO ADMINISTER, REVIEW, AND COORDINATE THE PROVISION OF SERVICES UNDER EACH WORK ORDER.

(C) THE CITY SHALL MAKE CITY PERSONNEL AVAILABLE WHERE, IN THE CITY'S OPINION, THEY ARE REQUIRED AND NECESSARY TO ASSIST THE CONTRACTOR. THE AVAILABILITY AND NECESSITY OF SAID PERSONNEL TO ASSIST THE CONTRACTOR SHALL BE DETERMINED SOLELY AT THE DISCRETION OF THE CITY.

(D) THE CITY SHALL FURNISH THE CONTRACTOR WITH EXISTING DATA, RECORDS, MAPS, PLANS, SPECIFICATIONS, REPORTS, FISCAL DATA, AND OTHER ENGINEERING INFORMATION THAT IS AVAILABLE IN THE CITY'S FILES THAT IS NECESSARY OR USEFUL TO THE CONTRACTOR FOR THE PERFORMANCE OF THE WORK. ALL SUCH DOCUMENTS CONVEYED BY THE CITY SHALL BE, AND REMAIN THE PROPERTY OF, THE CITY AND SHALL BE RETURNED TO THE CITY UPON COMPLETION OF THE WORK TO BE PERFORMED BY THE CONTRACTOR.

(E) THE CITY SHALL EXAMINE ALL CONTRACTOR REPORTS, SKETCHES, DRAWING, ESTIMATES, QUALIFICATIONS, AND OTHER DOCUMENTS PRESENTED TO THE CITY AND INDICATE THE CITY'S APPROVAL OR DISAPPROVAL WITHIN A REASONABLE TIME SO AS NOT TO MATERIALLY DELAY THE PROVISIONS OF THE SERVICES OF THE CONTRACTOR.

(F) THE CITY SHALL PROVIDE ACCESS TO AND MAKE PROVISIONS FOR THE CONTRACTOR TO ENTER UPON PUBLIC AND PRIVATE LANDS AS REQUIRED FOR THE CONTRACTOR WITHIN A REASONABLE TIME TO PERFORM WORK AS NECESSARY TO COMPLETE THE WORK ORDER.

(G) THE CITY SHALL TRANSMIT INSTRUCTIONS, RELEVANT INFORMATION, AND PROVIDE INTERPRETATION AND DEFINITION OF CITY POLICIES AND DECISIONS WITH RESPECT TO ANY AND ALL MATERIALS AND OTHER MATTERS PERTINENT TO THE SERVICES COVERED BY THIS CONTRACT.

(H) THE CITY SHALL GIVE WRITTEN NOTICE TO THE CONTRACTOR WHENEVER THE CITY DESIGNATED REPRESENTATIVE KNOWS OF A DEVELOPMENT THAT AFFECTS THE SERVICES PROVIDED AND PERFORMED UNDER THIS CONTRACT, TIMING OF THE CONTRACTOR'S PROVISION OF SERVICES, OR A DEFECT OR CHANGE NECESSARY IN THE SERVICES OF THE CONTRACTOR.

(I) THE RIGHTS AND REMEDIES OF THE CITY PROVIDED FOR UNDER THIS CONTRACT ARE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES PROVIDED BY LAW; THE CITY MAY ASSERT ITS RIGHT OF RECOVERY BY ANY APPROPRIATE MEANS INCLUDING, BUT NOT LIMITED TO, SET-OFF, SUIT, WITHHOLDING, RECOUPMENT, OR COUNTERCLAIM, EITHER DURING OR AFTER PERFORMANCE OF THIS CONTRACT.

(J) THE CITY SHALL BE ENTITLED TO RECOVER ANY AND ALL LEGAL COSTS INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES AND OTHER LEGAL COSTS THAT IT MAY INCUR IN ANY LEGAL ACTIONS IT MAY PURSUE IN THE ENFORCEMENT OF THE TERMS AND CONDITIONS OF THIS CONTRACT OR THE RESPONSIBILITIES OF THE CONTRACTOR IN CARRYING OUT THE DUTIES AND RESPONSIBILITIES DERIVING FROM THIS CONTRACT.

(K) THE FAILURE OF THE CITY TO INSIST IN ANY INSTANCE UPON THE STRICT PERFORMANCE OF ANY PROVISION OF THIS CONTRACT, OR TO EXERCISE ANY RIGHT OR PRIVILEGE GRANTED TO THE CITY HEREUNDER SHALL NOT CONSTITUTE OR BE CONSTRUED AS A WAIVER OF ANY SUCH PROVISION OR RIGHT AND THE SAME SHALL CONTINUE IN FORCE.

(L) NEITHER THE CITY'S REVIEW, APPROVAL OR ACCEPTANCE OF, NOR PAYMENT FOR, ANY OF THE SERVICES REQUIRED SHALL BE CONSTRUED TO OPERATE AS A WAIVER OF ANY RIGHTS UNDER THIS CONTRACT NOR OR ANY CAUSE OF ACTION ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT AND THE CONTRACTOR SHALL BE AND ALWAYS REMAIN LIABLE TO THE CITY IN ACCORDANCE WITH APPLICABLE LAW FOR ANY AND ALL DAMAGES TO THE CITY CAUSED BY THE CONTRACTOR'S NEGLIGENT OR WRONGFUL PROVISION OR PERFORMANCE OF ANY OF THE SERVICES FURNISHED UNDER THIS CONTRACT.

(M) ALL DELIVERABLE ANALYSIS, REFERENCE DATA, SURVEY DATA, PLANS AND REPORTS, OR ANY OTHER FORM OF WRITTEN INSTRUMENT OR DOCUMENT THAT MAY RESULT FROM THE CONSULTANT'S SERVICES OR HAVE BEEN CREATED DURING THE COURSE OF THE CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT SHALL BECOME THE PROPERTY OF THE CITY AFTER FINAL PAYMENT IS MADE TO THE

CONTRACTOR.

(N) IN THE EVENT THE CITY FAILS TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS CONTRACT, THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED REPRESENTATIVE IN WRITING SO THAT THE CITY MAY TAKE REMEDIAL ACTION.

**SECTION 15: WAIVER.**

THE FAILURE OF THE CITY TO INSIST IN ANY INSTANCE UPON THE STRICT PERFORMANCE OF ANY PROVISION OF THIS CONTRACT, OR TO EXERCISE ANY RIGHT OR PRIVILEGE GRANTED TO THE CITY HEREUNDER, SHALL NOT CONSTITUTE OR BE CONSTRUED AS A WAIVER OF ANY SUCH PROVISION OR RIGHT AND THE SAME SHALL CONTINUE IN FORCE.

**SECTION 16: FORCE MAJEURE.**

NEITHER PARTY SHALL BE CONSIDERED IN DEFAULT IN PERFORMANCE OF ITS OBLIGATIONS HEREUNDER TO THE EXTENT THAT PERFORMANCE OF SUCH OBLIGATIONS, OR ANY OF THEM, IS DELAYED OR PREVENTED BY FORCE MAJEURE.

**SECTION 17: STANDARDS OF CONDUCT.**

(A) THE CONTRACTOR WARRANTS THAT IT HAS NOT EMPLOYED OR RETAINED ANY COMPANY OR PERSON, OTHER THAN A BONA FIDE EMPLOYEE WORKING SOLELY FOR THE CONTRACTOR, TO SOLICIT OR SECURE THIS CONTRACT AND THAT THE CONTRACTOR HAS NOT PAID OR AGREED TO PAY ANY PERSON, COMPANY, CORPORATION, INDIVIDUAL, OR FIRM OTHER THAN A BONA FIDE EMPLOYEE WORKING SOLELY FOR THE CONTRACTOR, ANY FEE, COMMISSION, PERCENTAGE, GIFT, OR ANY OTHER CONSIDERATION, CONTINGENT UPON OR RESULTING FROM THE AWARD OF MAKING THIS CONTRACT.

(B) IF THE CITY DETERMINES THAT ANY EMPLOYEE OR REPRESENTATIVE OF THE CONTRACTOR IS NOT SATISFACTORILY PERFORMING HIS OR HER ASSIGNED DUTIES OR IS DEMONSTRATING IMPROPER CONDUCT PURSUANT TO ANY ASSIGNMENT OR WORK PERFORMED UNDER THIS CONTRACT, THE CITY SHALL SO NOTIFY THE CONTRACTOR, IN WRITING. THE CONTRACTOR SHALL IMMEDIATELY REMOVE SUCH EMPLOYEE OR REPRESENTATIVE OF THE CONTRACTOR FROM SUCH ASSIGNMENT.

(C) THE CONTRACTOR HEREBY CERTIFIES (IN WRITING) THAT NO UNDISCLOSED CONFLICT OF INTEREST EXISTS WITH RESPECT TO THE CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY CONFLICTS THAT MAY BE DUE TO REPRESENTATION OF OTHER CLIENTS, CUSTOMERS OR VENDEES, OTHER CONTRACTUAL RELATIONSHIPS OF THE CONTRACTOR, OR ANY INTEREST IN PROPERTY THAT THE CONTRACTOR MAY HAVE. THE CONTRACTOR FURTHER CERTIFIES THAT ANY CONFLICT OF INTEREST THAT ARISES DURING THE TERM OF THIS CONTRACT SHALL BE IMMEDIATELY DISCLOSED IN WRITING TO THE CITY. VIOLATION OF THIS SECTION SHALL BE CONSIDERED AS JUSTIFICATION FOR IMMEDIATE TERMINATION OF THIS CONTRACT.

(D) THE CONTRACTOR SHALL NOT ENGAGE IN ANY ACTION THAT WOULD CREATE A CONFLICT OF INTEREST FOR ANY CITY EMPLOYEE OR OTHER PERSON DURING THE COURSE OF PERFORMANCE OF, OR OTHERWISE RELATED TO, THIS CONTRACT OR WHICH WOULD VIOLATE OR CAUSE OTHERS TO VIOLATE THE PROVISIONS OF PART III, CHAPTER 112, FLORIDA STATUTES, RELATING TO ETHICS IN GOVERNMENT.

(E) THE CITY SHALL NOT INTENTIONALLY AWARD PUBLICLY-FUNDED CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324A(E) SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT (INA)]. THE CITY SHALL CONSIDER THE EMPLOYMENT BY THE CONTRACTOR OF UNAUTHORIZED ALIENS, A VIOLATION OF SECTION 274A (E) OF THE INA. SUCH VIOLATION BY THE CONTRACTOR OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (E) OF THE INA SHALL BE GROUNDS FOR IMMEDIATE TERMINATION OF THIS CONTRACT BY THE CITY.

(F) THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA), AND ANY AND ALL RELATED FEDERAL OR STATE LAWS WHICH PROHIBITS DISCRIMINATION BY PUBLIC AND PRIVATE ENTITIES ON THE BASIS OF DISABILITY.

(G) THE CONTRACTOR SHALL NOT DISCRIMINATE ON THE GROUNDS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN IN THE PERFORMANCE OF WORK UNDER THIS CONTRACT OR VIOLATE ANY LAWS PERTAINING TO CIVIL RIGHTS, EQUAL PROTECTION, OR DISCRIMINATION.

(H) IF THE CONTRACTOR OR AN AFFILIATE IS PLACED ON A DISCRIMINATORY VENDOR LIST, SUCH ACTION MAY RESULT IN TERMINATION BY THE CITY. THE CONTRACTOR SHALL CERTIFY, UPON REQUEST BY THE CITY THAT IT IS QUALIFIED TO SUBMIT A BID UNDER SECTION 287.134, DISCRIMINATION, (2) (C), FLORIDA STATUTES.

(I) IF THE CONTRACTOR OR AN AFFILIATE IS PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME, SUCH ACTION MAY RESULT IN TERMINATION BY THE CITY. THE CONTRACTOR SHALL CERTIFY, UPON REQUEST BY THE CITY, THAT IS QUALIFIED TO SUBMIT A BID UNDER SECTION 287.133, PUBLIC ENTITY CRIME, (2)(A), FLORIDA STATUTES.

(J) THE CONTRACTOR SHALL CERTIFY, UPON REQUEST BY THE CITY, THAT THE CONTRACTOR MAINTAINS A DRUG FREE WORKPLACE POLICY IN ACCORDANCE WITH SECTION 287.0878, FLORIDA STATUTES. FAILURE TO SUBMIT THIS CERTIFICATION MAY RESULT IN TERMINATION.

(K) THE CONTRACTOR AGREES TO COMPLY WITH FEDERAL, STATE, AND LOCAL ENVIRONMENTAL, HEALTH, AND SAFETY LAWS AND REGULATIONS APPLICABLE TO THE SERVICES PROVIDED TO THE CITY. THE CONTRACTOR AGREES THAT ANY PROGRAM OR INITIATIVE INVOLVING THE WORK THAT COULD ADVERSELY AFFECT ANY PERSONNEL INVOLVED, CITIZENS, RESIDENTS, USERS, NEIGHBORS OR THE SURROUNDING ENVIRONMENT SHALL ENSURE COMPLIANCE WITH ANY AND ALL EMPLOYMENT SAFETY, ENVIRONMENTAL AND HEALTH LAWS.

(L) IF APPLICABLE, IN ACCORDANCE WITH SECTION 216.347, FLORIDA STATUTES, THE CONTRACTOR SHALL NOT USE FUNDS PROVIDED BY THIS CONTRACT FOR THE PURPOSE OF LOBBYING THE LEGISLATURE, THE JUDICIAL BRANCH, OR STATE AGENCY.

(M) THE CONTRACTOR SHALL NOT PUBLISH ANY DOCUMENTS OR RELEASE INFORMATION REGARDING THIS CONTRACT TO THE MEDIA WITHOUT PRIOR APPROVAL OF THE CITY.

(N) THE CONTRACTOR SHALL ENSURE THAT ALL SERVICES ARE PROVIDED TO THE

CITY AFTER THE CONTRACTOR HAS OBTAINED, AT ITS SOLE AND EXCLUSIVE EXPENSE, ANY AND ALL PERMITS, LICENSES, PERMISSIONS, APPROVALS OR SIMILAR CONSENTS.

(O) THE CONTRACTOR SHALL ENSURE THAT ALL TAXES DUE FROM THE CONTRACTOR ARE PAID IN A TIMELY AND COMPLETE MANNER INCLUDING, BUT NOT LIMITED TO, OCCUPATIONAL LICENSE TAX.

**SECTION 18: NOTICES.**

(A) WHENEVER EITHER PARTY DESIRES TO GIVE NOTICE UNTO THE OTHER, IT MUST BE GIVEN BY WRITTEN NOTICE, SENT BY REGISTERED UNITED STATES MAIL, WITH RETURN RECEIPT REQUESTED, ADDRESSED TO THE PARTY FOR WHOM IT IS INTENDED, AT THE PLACE LAST SPECIFIED, AND THE PLACE FOR GIVING OF NOTICE SHALL REMAIN SUCH UNTIL IT SHALL HAVE BEEN CHANGED BY WRITTEN NOTICE IN COMPLIANCE WITH THE PROVISIONS OF THIS SECTION.

(B) FOR THE PRESENT, THE PARTIES DESIGNATE THE FOLLOWING AS THE REPRESENTATIVE PLACES FOR GIVING OF NOTICE, TO- WIT:

(1) FOR THE CITY: CITY MANAGER  
CITY OF BUNNELL  
201 WEST MOODY BLVD.,  
BUNNELL, FLORIDA 32110

(2) FOR THE CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(C) WRITTEN NOTICE REQUIREMENTS OF THIS CONTRACT SHALL BE STRICTLY CONSTRUED AND SUCH REQUIREMENTS ARE A CONDITION PRECEDENT TO PURSUING ANY RIGHTS OR REMEDIES HEREUNDER. THE CONTRACTOR AGREES NOT TO CLAIM ANY WAIVER BY CITY OF SUCH NOTICE REQUIREMENTS BASED UPON CITY HAVING ACTUAL KNOWLEDGE, IMPLIED, VERBAL OR CONSTRUCTIVE NOTICE, LACK OF PREJUDICE, OR ANY OTHER GROUNDS AS A SUBSTITUTE FOR THE FAILURE OF THE CONTRACTOR TO COMPLY WITH THE EXPRESS WRITTEN NOTICE REQUIREMENTS HEREIN. COMPUTER NOTIFICATION (E-MAILS AND MESSAGE BOARDS) SHALL NOT CONSTITUTE PROPER WRITTEN NOTICE UNDER THE TERMS OF THE CONTRACT.

**SECTION 19: DESIGNATED REPRESENTATIVES.**

(A) THE CITY MANAGER, OR HIS DESIGNATED REPRESENTATIVE, REPRESENTS THE CITY IN ALL MATTERS PERTAINING TO AND ARISING FROM THE WORK AND THE PERFORMANCE OF THIS CONTRACT.

(B) THE CITY MANAGER OR HIS DESIGNATED REPRESENTATIVE SHALL HAVE THE FOLLOWING RESPONSIBILITIES:

(1) EXAMINATION OF ALL WORK AND RENDERING, IN WRITING, DECISIONS INDICATING THE CITY'S APPROVAL OR DISAPPROVAL WITHIN A REASONABLE TIME SO AS NOT TO MATERIALLY DELAY THE WORK OF THE CONTRACTOR;

(2) TRANSMISSION OF INSTRUCTIONS, RECEIPT OF INFORMATION, AND INTERPRETATION AND DEFINITION OF CITY'S POLICIES AND DECISIONS WITH RESPECT TO DESIGN, MATERIALS, AND OTHER MATTERS PERTINENT TO THE WORK COVERED BY



THIS CONTRACT;

(3) GIVING PROMPT WRITTEN NOTICE TO THE CONTRACTOR WHENEVER THE CITY KNOWS OF A DEFECT OR CHANGE NECESSARY IN THE PROJECT; AND

(C) UNTIL FURTHER WRITTEN NOTICE, THE CITY'S DESIGNATED REPRESENTATIVE FOR THIS CONTRACT IS: CITY MANAGER  
CITY OF BUNNELL  
201 WEST MOODY BLVD.  
BUNNELL, FLORIDA 32110  
TELEPHONE NUMBER: (386) 437-7500

(D) PRIOR TO START OF ANY WORK UNDER THIS CONTRACT, THE CONTRACTOR SHALL SUBMIT TO THE CITY DETAILED RESUMES OF KEY PROFESSIONAL PERSONNEL THAT WILL BE INVOLVED IN PERFORMING SERVICES DESCRIBED IN THE WORK. THE CITY HEREBY ACKNOWLEDGES ITS ACCEPTANCE OF SUCH PERSONNEL TO PERFORM SERVICES UNDER THIS CONTRACT. AT ANY TIME HEREAFTER THAT THE CONTRACTOR DESIRES TO CHANGE KEY PROFESSIONAL PERSONNEL IN AN ACTIVE ASSIGNMENT, IT SHALL SUBMIT THE QUALIFICATIONS OF THE NEW PROFESSIONAL PERSONNEL TO THE CITY FOR PRIOR APPROVAL. KEY PROFESSIONAL PERSONNEL SHALL INCLUDE THE PRINCIPAL-IN-CHARGE, PROJECT MANAGERS, AND OTHERS INTERFACING WITH CITY PERSONNEL.

(E) UNTIL FURTHER WRITTEN NOTICE, THE CONTRACTOR'S DESIGNATED REPRESENTATIVE FOR THIS CONTRACT IS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 20: WORK ORDERS.**

(A) THE PROVISION OF SERVICES TO BE PERFORMED UNDER THIS CONTRACT MAY COMMENCE IMMEDIATELY UPON THE EXECUTION OF THIS CONTRACT OR A WORK ORDER AS DIRECTED AND DETERMINED BY THE CITY. SERVICES TO BE PROVIDED BY THE CONTRACTOR TO THE CITY SHALL BE NEGOTIATED BETWEEN THE CONTRACTOR AND THE CITY. EACH WORK ORDER SHALL REFERENCE THIS CONTRACT BY TITLE AND DATE, INCLUDE A DETAILED DESCRIPTION OF QUANTITIES, SERVICES, AND A COMPLETION SCHEDULE, AND WILL BE PROVIDED ON CONTRACTOR LETTERHEAD. SERVICES DESCRIBED IN SAID WORK ORDER WILL COMMENCE UPON THE ISSUANCE OF A CITY NOTICE-TO-PROCEED.

(B) IF THE SERVICES REQUIRED TO BE PERFORMED BY A WORK ORDER ARE CLEARLY DEFINED, THE WORK ORDER SHALL BE ISSUED ON A "FIXED FEE" BASIS. THE CONTRACTOR SHALL PERFORM ALL SERVICES REQUIRED BY THE WORK ORDER BUT IN NO EVENT SHALL THE CONTRACTOR BE PAID MORE THAN THE NEGOTIATED FIXED FEE AMOUNT STATED THEREIN.

(C) THE CONTRACTOR AND THE CITY AGREE TO MAKE EVERY EFFORT TO ADHERE TO THE SCHEDULE ESTABLISHED FOR THE VARIOUS WORK ORDERS DESCRIBED IN THE WORK ORDER.

(D) IF THE SERVICES ARE NOT CLEARLY DEFINED, THE WORK ORDER MAY BE ISSUED

ON A "TIME BASIS METHOD" AND CONTAIN A NOT-TO-EXCEED AMOUNT. IF A NOT-TO-EXCEED AMOUNT IS PROVIDED, THE CONTRACTOR SHALL PERFORM ALL WORK REQUIRED BY THE WORK ORDER; BUT IN NO EVENT SHALL THE CONTRACTOR BE PAID MORE THAN THE NOT-TO- EXCEED AMOUNT SPECIFIED IN THE APPLICABLE WORK ORDER.

(E) FOR WORK ORDERS ISSUED ON A "FIXED FEE BASIS," THE CONTRACTOR MAY INVOICE THE AMOUNT DUE BASED ON THE PERCENTAGE OF TOTAL WORK ORDER SERVICES ACTUALLY PERFORMED AND COMPLETED; BUT IN NO EVENT SHALL THE INVOICE AMOUNT EXCEED A PERCENTAGE OF THE FIXED FEE AMOUNT EQUAL TO A PERCENTAGE OF THE TOTAL SERVICES ACTUALLY COMPLETED.

(F) FOR WORK ORDERS ISSUED ON A "TIME BASIS METHOD" WITH A NOT-TO-EXCEED AMOUNT, THE CONTRACTOR MAY INVOICE THE AMOUNT DUE FOR ACTUAL WORK HOURS PERFORMED; BUT IN NO EVENT SHALL THE INVOICE AMOUNT EXCEED A PERCENTAGE OF THE NOT-TO-EXCEED AMOUNT EQUAL TO A PERCENTAGE OF THE TOTAL SERVICES ACTUALLY COMPLETED.

(G) EACH WORK ORDER ISSUED ON A "FIXED FEE BASIS" OR "TIME BASIS METHOD" WITH A NOT-TO-EXCEED AMOUNT SHALL BE TREATED SEPARATELY FOR RETAINAGE PURPOSES. IF THE CITY DETERMINES THAT WORK IS SUBSTANTIALLY COMPLETE AND THE AMOUNT RETAINED, IF ANY, IS CONSIDERED TO BE IN EXCESS, THE CITY MAY, AT ITS SOLE AND ABSOLUTE DISCRETION, RELEASE THE RETAINAGE OR ANY PORTION THEREOF.

(H) FOR WORK ORDERS ISSUED ON A "TIME BASIS METHOD" WITH A LIMITATION OF FUNDS AMOUNT, THE CONTRACTOR MAY INVOICE THE AMOUNT DUE FOR SERVICES ACTUALLY PERFORMED AND COMPLETED. THE CITY SHALL PAY THE CONTRACTOR ONE HUNDRED PERCENT (100%) OF THE APPROVED AMOUNT ON WORK ORDERS ISSUED ON A "TIME BASIS METHOD" WITH A LIMITATION OF FUNDS AMOUNT.

## **SECTION 21: CHANGE ORDERS.**

(A) THE CITY MAY REVISE THE DESCRIPTION OF SERVICES SET FORTH IN ANY WORK ORDER.

(B) REVISIONS TO ANY WORK ORDER SHALL BE AUTHORIZED IN WRITING BY THE CITY AS A CHANGE ORDER. EACH CHANGE ORDER SHALL INCLUDE A SCHEDULE OF COMPLETION FOR THE SERVICES AUTHORIZED. CHANGE ORDERS SHALL IDENTIFY THIS CONTRACT AND THE APPROPRIATE WORK ORDER NUMBER. THE CHANGE ORDERS MAY CONTAIN ADDITIONAL INSTRUCTIONS OR PROVISIONS SPECIFIC UPON CERTAIN ASPECTS OF THIS CONTRACT PERTINENT TO THE SERVICES TO BE PROVIDED. SUCH SUPPLEMENTAL INSTRUCTIONS OR PROVISIONS SHALL NOT BE CONSTRUED AS A MODIFICATION OF THIS CONTRACT. A CONTRACT BETWEEN THE PARTIES ON AND EXECUTION OF ANY CHANGE ORDER SHALL CONSTITUTE A FINAL SETTLEMENT AND A FULL ACCORD AND SATISFACTION OF ALL MATTERS RELATING TO THE CHANGE AND TO THE IMPACT OF THE CHANGE ON UNCHANGED GOODS AND/OR WORK, INCLUDING ALL DIRECT AND INDIRECT COSTS OF WHATEVER NATURE, AND ALL ADJUSTMENTS TO THE CONTRACTOR SCHEDULE.

(C) IF INSTRUCTED BY THE CITY, THE CONTRACTOR SHALL CHANGE OR REVISE WORK THAT HAS BEEN PERFORMED, AND IF SUCH WORK IS NOT REQUIRED AS A RESULT OF ERROR, OMISSION OR NEGLIGENCE OF THE CONTRACTOR, THE CONTRACTOR MAY BE ENTITLED TO ADDITIONAL COMPENSATION. THE CONTRACTOR MUST SUBMIT FOR CITY APPROVAL A REVISED QUALIFICATION WITH A REVISED FEE QUOTATION. ADDITIONAL



COMPENSATION, IF ANY, SHALL BE AGREED UPON BEFORE COMMENCEMENT OF ANY SUCH ADDITIONAL WORK AND SHALL BE INCORPORATED INTO THE WORK BY CHANGE ORDER TO THE WORK ORDER.

**SECTION 22: COMPENSATION.**

(A) COMPENSATION TO THE CONTRACTOR FOR THE SERVICES PERFORMED ON EACH WORK ORDER SHALL BE AS SET FORTH THE WORK ORDER/CHANGE ORDER.

(B) THE CITY SHALL NOT PAY FOR REIMBURSABLE ITEMS SUCH AS GAS, TOLLS, MILEAGE, MEALS, ETC. AND OTHER ITEMS NOT DIRECTLY ATTRIBUTABLE TO ITEMS PRODUCED FOR EACH WORK ORDER.

(C) WORK PERFORMED BY THE CONTRACTOR WITHOUT WRITTEN APPROVAL BY THE CITY'S DESIGNATED REPRESENTATIVE SHALL NOT BE COMPENSATED. ANY WORK PERFORMED BY THE CONTRACTOR WITHOUT APPROVAL BY THE CITY IS PERFORMED AT THE CONTRACTOR'S OWN ELECTION.

(D) IN THE EVENT THE CITY FAILS TO PROVIDE COMPENSATION UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED REPRESENTATIVE IN ORDER THAT THE CITY MAY TAKE REMEDIAL ACTION.

(F) PRICING HAS BEEN CALCULATED BASED ON THE CURRENT PRICES FOR THE GOODS AND/OR SERVICES THAT ARE THE SUBJECT HEREOF. HOWEVER, THE MARKET FOR THE GOODS AND/OR SERVICES THAT PERTAIN TO THIS CONTRACT MAY BE VOLATILE ON THE BASIS OF FUEL COSTS AND SUDDEN AND SUBSTANTIAL PRICE INCREASES COULD OCCUR. THE CONTRACTOR AGREES TO USE ITS BEST EFFORTS TO OBTAIN THE LOWEST POSSIBLE PRICES FROM FUEL SUPPLIERS, BUT SHOULD THERE BE A SUBSTANTIAL AND PREJUDICIAL INCREASE IN FUEL PRICES FOR FUEL THAT IS PURCHASED AFTER EXECUTION OF THIS CONTRACT WHICH FUEL PRICES DIRECTLY AND MATERIALLY RELATE TO THE PRICING OF THE GOODS AND/OR SERVICES PROVIDED FOR IN THIS CONTRACT, THE CITY AGREES, UPON WRITTEN REQUEST FROM THE CONTRACTOR, TO CONSIDER A REASONABLE ADJUSTMENT TO THE PRICES SET FORTH IN THIS CONTRACT BASED UPON THE FOLLOWING INDEX: ENGINEERING NEWS RECORD, CONSTRUCTION COST INDEX, ETC.. ANY CLAIM BY THE CONTRACTOR FOR A PRICE INCREASE, AS PROVIDED ABOVE, SHALL STATE, WITH SPECIFICITY, THE INCREASED COST, THE PRODUCT IN QUESTION, AND THE SOURCE OF SUPPLY, AND SHALL BE SUPPORTED BY INVOICES OR BILLS OF SALE AND SUCH OTHER INFORMATION AS MAY BE REQUIRED BY THE CITY. ONLY ONE (1) SUCH REQUEST FROM THE CONTRACTOR WILL BE CONSIDERED IN EACH CALENDAR YEAR PERIOD. THE DECISION OF THE CITY SHALL BE FINAL AND NON-APPEALABLE.

(G) EXPIRATION OF THE TERM OF THIS CONTRACT SHALL HAVE NO EFFECT UPON PURCHASE ORDERS/WORK ORDERS ISSUED PURSUANT TO THIS CONTRACT AND PRIOR TO THE EXPIRATION DATE.

**SECTION 23: INVOICE PROCESS.**

(A) PAYMENTS SHALL BE MADE BY THE CITY TO THE CONTRACTOR WHEN REQUESTED AS WORK PROGRESSES FOR SERVICES FURNISHED, BUT NOT MORE THAN ONCE MONTHLY. EACH WORK ORDER SHALL BE INVOICED SEPARATELY. THE CONTRACTOR SHALL RENDER TO THE CITY, AT THE CLOSE OF EACH CALENDAR MONTH, AN ITEMIZED INVOICE PROPERLY DATED, DESCRIBING ALL SERVICES RENDERED, THE COST OF THE

SERVICES, THE NAME AND ADDRESS OF THE CONTRACTOR, WORK ORDER NUMBER, CONTRACT NUMBER AND ALL OTHER INFORMATION REQUIRED BY THIS CONTRACT.

(B) INVOICES WHICH ARE IN AN ACCEPTABLE FORM TO THE CITY AND WITHOUT DISPUTABLE ITEMS WILL BE PROCESSED FOR PAYMENT WITHIN THIRTY DAYS OF RECEIPT BY THE CITY.

(C) THE CONTRACTOR WILL BE NOTIFIED OF ANY DISPUTABLE ITEMS CONTAINED IN INVOICES SUBMITTED BY THE CONTRACTOR WITHIN FIFTEEN DAYS OF RECEIPT BY THE CITY WITH AN EXPLANATION OF THE DEFICIENCIES.

(D) THE CITY AND THE CONTRACTOR WILL MAKE EVERY EFFORT TO RESOLVE ALL DISPUTABLE ITEMS CONTAINED IN THE CONTRACTOR'S INVOICES.

(E) EACH INVOICE SHALL REFERENCE THIS CONTRACT, THE APPROPRIATE WORK ORDER AND CHANGE ORDER, IF APPLICABLE, AND THE BILLING PERIOD.

(F) THE FLORIDA PROMPT PAYMENT ACT SHALL APPLY WHEN APPLICABLE.

(G) INVOICES ARE TO BE FORWARDED DIRECTLY TO:

ACCOUNTS PAYABLE  
P.O. BOX 756  
BUNNELL, FLORIDA 32110

#### **SECTION 24: TERMINATION OF CONTRACT.**

(A) THE CITY MAY TERMINATE THIS CONTRACT OR ANY WORK ORDER FOR CONVENIENCE AT ANY TIME FOR ONE OR MORE OF THE REASONS AS FOLLOWS:

(1) IF, IN THE CITY'S OPINION, ADEQUATE PROGRESS UNDER A WORK ORDER IS NOT BEING MADE BY THE CONTRACTOR; OR

(2) IF, IN THE CITY'S OPINION, THE QUALITY OF THE SERVICES PROVIDED BY THE CONTRACTOR IS/ARE NOT IN CONFORMANCE WITH COMMONLY ACCEPTED PROFESSIONAL STANDARDS, STANDARDS OF THE CITY, THE REQUIREMENTS OF FEDERAL OR STATE REGULATORY AGENCIES, AND THE CONTRACTOR HAS NOT CORRECTED SUCH DEFICIENCIES IN A TIMELY MANNER AS REASONABLY DETERMINED BY THE CITY; OR

(3) THE CONTRACTOR OR ANY EMPLOYEE OR AGENT OF THE CONTRACTOR IS INDICTED OR HAS A DIRECT CHARGE ISSUED AGAINST HIM FOR ANY CRIME ARISING OUT OF OR IN CONJUNCTION WITH ANY WORK THAT HAS BEEN PERFORMED BY THE CONTRACTOR; OR

(4) THE CONTRACTOR BECOMES INVOLVED IN EITHER VOLUNTARY OR INVOLUNTARY BANKRUPTCY PROCEEDINGS, OR MAKES AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS; OR

(5) THE CONTRACTOR VIOLATES THE STANDARDS OF CONDUCT PROVISIONS HEREIN OR ANY PROVISION OF STATE OR LOCAL LAW OR ANY PROVISION OF THE CITY CODE OF CONDUCT.

(B) IN THE EVENT OF ANY OF THE CAUSES DESCRIBED IN THIS SECTION, THE CITY'S DESIGNATED REPRESENTATIVE MAY SEND A CERTIFIED LETTER REQUESTING THAT THE CONTRACTOR SHOW CAUSE WHY THE CONTRACT OR ANY WORK ORDER SHOULD NOT BE TERMINATED. IF ASSURANCE SATISFACTORY TO THE CITY OF CORRECTIVE MEASURES TO BE MADE WITHIN A REASONABLE TIME IS NOT GIVEN TO THE CITY WITHIN FOURTEEN CALENDAR DAYS OF THE RECEIPT OF THE LETTER, THE CITY MAY CONSIDER THE CONTRACTOR TO BE IN DEFAULT, AND MAY IMMEDIATELY TERMINATE THIS CONTRACT OR ANY WORK ORDER IN PROGRESS UNDER THIS CONTRACT.

(C) IN THE EVENT THAT THIS CONTRACT OR A WORK ORDER IS TERMINATED FOR CAUSE AND IT IS LATER DETERMINED THAT THE CAUSE DOES NOT EXIST, THEN THIS CONTRACT OR THE WORK ORDER SHALL BE DEEMED TERMINATED FOR CONVENIENCE BY THE CITY AND THE CITY SHALL HAVE THE RIGHT TO SO TERMINATE THIS CONTRACT WITHOUT ANY RECOURSE BY THE CONTRACTOR.

**SECTION 25: TERMINATION BY CONTRACTOR FOR CAUSE.**

(A) THE CONTRACTOR MAY TERMINATE THIS CONTRACT IF:

- (1) THE CITY MATERIALLY FAILS TO MEET ITS OBLIGATIONS AND RESPONSIBILITIES AS CONTAINED IN SECTION 14; CITY RIGHTS AND RESPONSIBILITIES; OR
- (2) THE CITY FAILS TO PAY THE CONTRACTOR IN ACCORDANCE WITH THIS CONTRACT.

(B) IN THE EVENT OF EITHER OF THE CAUSES DESCRIBED IN SUBSECTION (A), THE CONTRACTOR SHALL SEND A CERTIFIED LETTER REQUESTING THAT THE CITY SHOW CAUSE WHY THE CONTRACT SHOULD NOT BE TERMINATED. IF ADEQUATE ASSURANCES ARE NOT GIVEN TO THE CONTRACTOR WITHIN FOURTEEN CALENDAR DAYS OF THE RECEIPT OF SAID SHOW CAUSE NOTICE, THE CONTRACTOR MAY CONSIDER THE CITY TO BE IN DEFAULT, AND MAY IMMEDIATELY TERMINATE THIS CONTRACT.

**SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.**

(A) NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, THE CITY SHALL HAVE THE RIGHT AT ANY TIME TO TERMINATE THIS CONTRACT IN ITS ENTIRETY WITHOUT CAUSE, OR TERMINATE ANY SPECIFIC WORK ORDER WITHOUT CAUSE, IF SUCH TERMINATION IS DEEMED BY THE CITY TO BE IN THE PUBLIC INTEREST, PROVIDED THAT THIRTY CALENDAR DAYS PRIOR WRITTEN NOTICE IS GIVEN TO THE CONTRACTOR OF THE CITY'S INTENT TO TERMINATE.

(B) IN THE EVENT THAT THIS CONTRACT IS TERMINATED, THE CITY SHALL IDENTIFY ANY SPECIFIC WORK ORDER(S) BEING TERMINATED AND THE SPECIFIC WORK ORDER(S) TO BE CONTINUED TO COMPLETION PURSUANT TO THE PROVISIONS OF THIS CONTRACT.

(C) THIS CONTRACT WILL REMAIN IN FULL FORCE AND EFFECT AS TO ALL AUTHORIZED PURCHASE ORDER(S)/WORK ORDER(S) THAT IS/ARE TO BE CONTINUED TO COMPLETION.

**SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.**

IN THE EVENT THIS CONTRACT OR ANY WORK ORDER IS TERMINATED OR CANCELED PRIOR TO FINAL COMPLETION PAYMENT FOR THE UNPAID PORTION OF THE SERVICES

ACTUALLY PROVIDED BY THE CONTRACTOR TO THE DATE OF TERMINATION SHALL BE PAID TO THE CONTRACTOR.

**SECTION 28: ACTION FOLLOWING TERMINATION.**

UPON RECEIPT OF NOTICE OF TERMINATION, GIVEN BY EITHER PARTY, THE TERMINATED PARTY SHALL PROMPTLY DISCONTINUE THE PROVISION OF ALL SERVICES, UNLESS THE NOTICE PROVIDES OTHERWISE.

**SECTION 29: SUSPENSION.**

(A) THE PERFORMANCE OR PROVISION OF THE CONTRACTOR SERVICES UNDER ANY WORK ORDER UNDER THIS CONTRACT MAY BE SUSPENDED BY THE CITY AT ANY TIME.

(B) IN THE EVENT THE CITY SUSPENDS THE PERFORMANCE OR PROVISION OF THE CONTRACTOR'S SERVICES HEREUNDER, THE CITY SHALL SO NOTIFY THE CONTRACTOR IN WRITING, SUCH SUSPENSION BECOMING EFFECTIVE UPON THE DATE STATED IN THE NOTICE. THE CITY SHALL PAY TO THE CONTRACTOR WITHIN THIRTY DAYS ALL COMPENSATION WHICH HAS BECOME DUE TO AND PAYABLE TO THE CONTRACTOR TO THE EFFECTIVE DATE OF SUCH SUSPENSION. THE CITY SHALL THEREAFTER HAVE NO FURTHER OBLIGATION FOR PAYMENT TO THE CONTRACTOR FOR THE SUSPENDED PROVISION OF SERVICES UNLESS AND UNTIL THE CITY'S DESIGNATED REPRESENTATIVE NOTIFIES THE CONTRACTOR IN WRITING THAT THE PROVISION OF THE SERVICES OF THE CONTRACTOR CALLED FOR HEREUNDER ARE TO BE RESUMED BY THE CONTRACTOR.

(C) UPON RECEIPT OF WRITTEN NOTICE FROM THE CITY THAT THE CONTRACTOR'S PROVISION OF SERVICES HEREUNDER ARE TO BE RESUMED, THE CONTRACTOR SHALL CONTINUE TO PROVIDE THE SERVICES TO THE CITY.

**SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).**

(A) IN THE EVENT OF A DISPUTE RELATED TO ANY PERFORMANCE OR PAYMENT OBLIGATION ARISING UNDER THIS CONTRACT, THE PARTIES AGREE TO EXHAUST ANY ALTERNATIVE DISPUTE RESOLUTION PROCEDURES REASONABLY IMPOSED BY THE CITY PRIOR TO FILING SUIT OR OTHERWISE PURSUING LEGAL REMEDIES.

(B) THE CONTRACTOR AGREES THAT IT WILL FILE NO SUIT OR OTHERWISE PURSUE LEGAL REMEDIES BASED ON FACTS OR EVIDENTIARY MATERIALS THAT WERE NOT PRESENTED FOR CONSIDERATION TO THE CITY IN ALTERNATIVE DISPUTE RESOLUTION PROCEDURES OR WHICH THE CONTRACTOR HAD KNOWLEDGE AND FAILED TO PRESENT DURING THE CITY PROCEDURES.

(C) IN THE EVENT THAT CITY PROCEDURES ARE EXHAUSTED AND A SUIT IS FILED OR LEGAL REMEDIES ARE OTHERWISE PURSUED, THE PARTIES SHALL EXERCISE BEST EFFORTS TO RESOLVE DISPUTES THROUGH VOLUNTARY MEDIATION. MEDIATOR SELECTION AND THE PROCEDURES TO BE EMPLOYED IN VOLUNTARY MEDIATION SHALL BE MUTUALLY ACCEPTABLE TO THE PARTIES. COSTS OF VOLUNTARY MEDIATION SHALL BE SHARED EQUALLY AMONG THE PARTIES PARTICIPATING IN THE MEDIATION.

**SECTION 31: SEVERABILITY.**

(A) IF ANY TERM, PROVISION OR CONDITION CONTAINED IN THIS CONTRACT SHALL, TO ANY EXTENT, BE HELD INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS CONTRACT, OR THE APPLICATION OF SUCH TERM, PROVISION OR CONDITION TO PERSONS OR CIRCUMSTANCES OTHER THAN THOSE IN RESPECT OF WHICH IT IS INVALID OR UNENFORCEABLE, SHALL NOT BE AFFECTED THEREBY, AND EACH TERM, PROVISION, AND CONDITION OF THIS CONTRACT SHALL BE VALID AND ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW WHEN CONSISTENT WITH EQUITY AND THE PUBLIC INTEREST.

(B) ALL PROVISIONS OF THIS CONTRACT SHALL BE READ AND APPLIED IN PARI MATERIA WITH ALL OTHER PROVISIONS HEREOF.

(C) VIOLATION OF THIS CONTRACT BY THE CONTRACTOR IS RECOGNIZED BY THE PARTIES TO CONSTITUTE IRREPARABLE HARM TO THE CITY.

**SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.**

(A) THIS CONTRACT IS TO BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.

(B) VENUE FOR ANY LEGAL PROCEEDING RELATED TO THIS CONTRACT SHALL BE IN THE SEVENTH JUDICIAL CIRCUIT COURT IN AND FOR FLAGLER COUNTY, FLORIDA.

(C) THIS CONTRACT IS THE RESULT OF BONA FIDE ARMS LENGTH NEGOTIATIONS BETWEEN THE CITY AND THE CONTRACTOR AND ALL PARTIES HAVE CONTRIBUTED SUBSTANTIALLY AND MATERIALLY TO THE PREPARATION OF THE CONTRACT. ACCORDINGLY, THIS CONTRACT SHALL NOT BE CONSTRUED OR INTERPRETED MORE STRICTLY AGAINST ANY ONE PARTY THAN AGAINST ANY OTHER PARTY.

**SECTION 33: INDEMNITY.**

(A) CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONTRACTOR AND OTHER PERSONS EMPLOYED BY THE CONTRACTOR IN THE PERFORMANCE OF THE CONTRACT.

(B) NOTHING HEREIN SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN SECTION 768.28, FLORIDA STATUTES.

(C) IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION BY AN EMPLOYEE OF THE CONTRACTOR OR ITS AGENTS OR SUBCONTRACTORS, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ITS AGENTS OR SUBCONTRACTORS, UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

(D) THE EXECUTION OF THIS CONTRACT BY THE CONTRACTOR SHALL OBLIGATE THE CONTRACTOR TO COMPLY WITH THE INDEMNIFICATION PROVISION IN THIS CONTRACT; HOWEVER, THE CONTRACTOR MUST ALSO COMPLY WITH THE PROVISIONS OF THIS CONTRACT RELATING TO INSURANCE COVERAGE'S.

**SECTION 34: INSURANCE.**

(A) THE CONTRACTOR SHALL OBTAIN OR POSSESS AND CONTINUOUSLY MAINTAIN THE FOLLOWING INSURANCE COVERAGE, FROM A COMPANY OR COMPANIES, WITH A BEST RATING OF A- OR BETTER, AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA AND IN A FORM ACCEPTABLE TO THE CITY AND WITH ONLY SUCH TERMS AND CONDITIONS AS MAY BE ACCEPTABLE TO THE CITY:

(1) WORKERS COMPENSATION/EMPLOYER LIABILITY: THE CONTRACTOR SHALL PROVIDE WORKER COMPENSATION INSURANCE FOR ALL EMPLOYEES ENGAGED IN THE WORK UNDER THIS CONTRACT IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA. EMPLOYERS' LIABILITY INSURANCE AT LIMITS NOT LESS THAN THE FOLLOWING:

- \$500,000 EACH ACCIDENT
- \$500,000 DISEASE EACH EMPLOYEE
- \$500,000 DISEASE (POLICY LIMIT)

(2) COMPREHENSIVE GENERAL LIABILITY: THE CONTRACTOR SHALL PROVIDE COVERAGE FOR ALL OPERATIONS INCLUDING, BUT NOT LIMITED TO, CONTRACTUAL, INDEPENDENT CONTRACTOR, PRODUCTS AND COMPLETE OPERATIONS AND PERSONAL INJURY WITH LIMITS NOT LESS THAN THE FOLLOWING:

- \$1,000,000 BODILY INJURY & PROPERTY DAMAGE - EACH OCCURRENCE
- \$2,000,000 GENERAL AGGREGATE

(3) COMPREHENSIVE BUSINESS AUTOMOBILE LIABILITY: THE CONTRACTOR SHALL PROVIDE COMPLETE COVERAGE WITH A COMBINED SINGLE LIMIT OF NOT LESS THAN \$1,000,000 BODILY INJURY AND PROPERTY DAMAGE IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, AS TO THE OWNERSHIP, MAINTENANCE, AND USE OF ALL OWNED, NON- OWNED, LEASED OR HIRED VEHICLES.

(4) PROFESSIONAL LIABILITY: THE CONTRACTOR SHALL PROVIDE PROFESSIONAL LIABILITY INSURANCE AS WELL AS ERRORS AND OMISSION INSURANCE IN A MINIMUM AMOUNT OF \$1,000,000 CSL OR ITS EQUIVALENT, WITH A COMBINED SINGLE LIMIT OF NOT LESS THAN \$1,000,000, PROTECTING THE CONTRACTOR AGAINST CLAIMS OF THE CITY FOR NEGLIGENCE, ERRORS, MISTAKES, OR OMISSIONS IN THE PERFORMANCE OF SERVICES TO BE PERFORMED AND FURNISHED BY THE CONTRACTOR.

(5) OTHER REQUIRED INSURANCE COVERAGE: WHERE UNUSUAL OPERATIONS ARE NECESSARY TO COMPLETE THE WORK, SUCH AS USE OF AIRCRAFT OR WATERCRAFT, USE OF EXPLOSIVES, AND ANY HIGH RISK CIRCUMSTANCES. NO AIRCRAFT, WATERCRAFT OR EXPLOSIVES SHALL BE USED WITHOUT THE EXPRESS ADVANCE WRITTEN APPROVAL OF THE CITY WHICH MAY, THEREUPON, REQUIRED ADDITIONAL INSURANCE COVERAGE'S.

(B) ALL INSURANCE OTHER THAN WORKERS COMPENSATION AND PROFESSIONAL LIABILITY THAT MUST BE MAINTAINED BY THE CONTRACTOR SHALL SPECIFICALLY INCLUDE THE CITY AS AN ADDITIONAL INSURED. ALL INSURANCE MINIMUM COVERAGE'S EXTEND TO ANY SUBCONTRACTOR, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBCONTRACTORS.

(C) THE CONTRACTOR SHALL PROVIDE CERTIFICATES OF INSURANCE TO THE CITY



EVIDENCING THAT ALL SUCH INSURANCE IS IN EFFECT PRIOR TO THE ISSUANCE OF THE FIRST WORK ORDER UNDER THIS CONTRACT. THESE CERTIFICATES OF INSURANCE SHALL BECOME PART OF THIS CONTRACT. NEITHER APPROVAL BY THE CITY NOR FAILURE TO DISAPPROVE THE INSURANCE FURNISHED BY A CONTRACTOR SHALL RELIEVE THE CONTRACTOR OF THE CONTRACTOR'S FULL RESPONSIBILITY FOR PERFORMANCE OF ANY OBLIGATION INCLUDING THE CONTRACTOR'S INDEMNIFICATION OF THE CITY UNDER THIS CONTRACT. IF, DURING THE PERIOD WHICH AN INSURANCE COMPANY IS PROVIDING THE INSURANCE COVERAGE REQUIRED BY THIS CONTRACT, AN INSURANCE COMPANY SHALL: (1) LOSE ITS CERTIFICATE OF AUTHORITY, (2) NO LONGER COMPLY WITH SECTION 440.57, FLORIDA STATUTES, OR (3) FAIL TO MAINTAIN THE REQUISITE BEST'S RATING AND FINANCIAL SIZE CATEGORY, THE CONTRACTOR SHALL, AS SOON AS THE CONTRACTOR HAS KNOWLEDGE OF ANY SUCH CIRCUMSTANCE, IMMEDIATELY NOTIFY THE CITY AND IMMEDIATELY REPLACE THE INSURANCE COVERAGE PROVIDED BY THE INSURANCE COMPANY WITH A DIFFERENT INSURANCE COMPANY MEETING THE REQUIREMENTS OF THIS CONTRACT. UNTIL SUCH TIME AS THE CONTRACTOR HAS REPLACED THE UNACCEPTABLE INSURER WITH AN INSURER ACCEPTABLE TO THE CITY, THE CONTRACTOR SHALL BE DEEMED TO BE IN DEFAULT OF THIS CONTRACT.

(D) THE INSURANCE COVERAGE SHALL CONTAIN A PROVISION THAT REQUIRES THAT PRIOR TO ANY CHANGES IN THE COVERAGE, EXCEPT INCREASES IN AGGREGATE COVERAGE, THIRTY DAYS PRIOR NOTICE WILL BE GIVEN TO THE CITY BY SUBMISSION OF A NEW CERTIFICATE OF INSURANCE.

(H) THE CONTRACTOR SHALL PROVIDE CERTIFICATE OF INSURANCE DIRECTLY TO THE CITY'S DESIGNATED REPRESENTATIVE. THE CERTIFICATES SHALL CLEARLY INDICATE THAT THE CONTRACTOR HAS OBTAINED INSURANCE OF THE TYPE, AMOUNT, AND CLASSIFICATION REQUIRED BY THIS CONTRACT.

(F) NOTHING IN THIS CONTRACT OR ANY ACTION RELATING TO THIS CONTRACT SHALL BE CONSTRUED AS THE CITY WAIVER OF SOVEREIGN IMMUNITY BEYOND THE LIMITS SET FORTH IN SECTION 768.28, FLORIDA STATUTES.

(G) THE CITY SHALL NOT BE OBLIGATED OR LIABLE UNDER THE TERMS OF THIS CONTRACT TO ANY PARTY OTHER THAN THE CONTRACTOR. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS CONTRACT.

(H) THE CONTRACTOR IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT, REPRESENTATIVE, OR EMPLOYEE OF THE CITY. THE CITY SHALL HAVE NO LIABILITY EXCEPT AS SPECIFICALLY PROVIDED IN THIS CONTRACT.

(I) ALL INSURANCE SHALL BE PRIMARY TO, AND NOT CONTRIBUTE WITH, ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE CITY.

### **SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.**

THE CONTRACTOR AGREES THAT IT WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT FOR WORK UNDER THIS CONTRACT BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, OR DISABILITY AND SHALL TAKE AFFIRMATIVE STEPS TO ENSURE THAT APPLICANTS ARE EMPLOYED AND EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, OR DISABILITY. THIS PROVISION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER;

RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR THEIR FORMS OR COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR, MOREOVER, SHALL COMPLY WITH ALL THE REQUIREMENTS AS IMPOSED BY THE AMERICANS WITH DISABILITY ACT, THE REGULATIONS OF THE FEDERAL GOVERNMENT ISSUED THEREUNDER, AND ANY AND ALL REQUIREMENTS OF FEDERAL OR STATE LAW RELATED THERETO.

**SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.**

(A) THE CONTRACTOR SHALL MAINTAIN BOOKS, RECORDS, DOCUMENTS, TIME AND COSTS ACCOUNTS, AND OTHER EVIDENCE DIRECTLY RELATED TO ITS PROVISION OR PERFORMANCE OF SERVICES UNDER THIS CONTRACT. ALL TIME RECORDS AND COST DATA SHALL BE MAINTAINED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES.

(B) THE CONTRACTOR SHALL MAINTAIN AND ALLOW ACCESS TO THE RECORDS REQUIRED UNDER THIS SECTION FOR A MINIMUM PERIOD OF FIVE YEARS AFTER THE COMPLETION OF THE PROVISION OR PERFORMANCE SERVICES UNDER THIS CONTRACT AND DATE OF FINAL PAYMENT FOR SAID SERVICES, OR DATE OF TERMINATION OF THIS CONTRACT.

(C) THE CITY RESERVES THE RIGHT TO UNILATERALLY TERMINATE THIS CONTRACT IF THE CONTRACTOR REFUSES TO ALLOW PUBLIC ACCESS TO ALL DOCUMENTS, PAPERS, LETTERS, OR OTHER MATERIALS SUBJECT TO PROVISIONS OF CHAPTER 119, FLORIDA STATUTES, AND OTHER APPLICABLE LAW, AND MADE OR RECEIVED BY THE CONTRACTOR IN CONJUNCTION, IN ANY WAY, WITH THIS CONTRACT.

(D) THE CITY MAY PERFORM, OR CAUSE TO HAVE PERFORMED, AN AUDIT OF THE RECORDS OF THE CONTRACTOR BEFORE OR AFTER FINAL PAYMENT TO SUPPORT FINAL PAYMENT UNDER ANY WORK ORDER ISSUED HEREUNDER. THIS AUDIT SHALL BE PERFORMED AT A TIME MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE CITY SUBSEQUENT TO THE CLOSE OF THE FINAL FISCAL PERIOD IN WHICH SERVICES ARE PROVIDED OR PERFORMED. TOTAL COMPENSATION TO THE CONTRACTOR MAY BE DETERMINED SUBSEQUENT TO AN AUDIT AS PROVIDED FOR IN THIS SECTION, AND THE TOTAL COMPENSATION SO DETERMINED SHALL BE USED TO CALCULATE FINAL PAYMENT TO THE CONTRACTOR. CONDUCT OF THIS AUDIT SHALL NOT DELAY FINAL PAYMENT AS REQUIRED BY THIS SECTION.

(E) IN ADDITION TO THE ABOVE, IF FEDERAL, STATE, COUNTY, OR OTHER ENTITY FUNDS ARE USED FOR ANY SERVICES UNDER THIS CONTRACT, THE COMPTROLLER GENERAL OF THE UNITED STATES OR THE CHIEF FINANCIAL OFFICER OF THE STATE OF FLORIDA, CITY OF BUNNELL, OR THE COUNTY OF FLAGLER, OR ANY REPRESENTATIVE, SHALL HAVE ACCESS TO ANY BOOKS, DOCUMENTS, PAPERS, AND RECORDS OF THE CONTRACTOR WHICH ARE DIRECTLY PERTINENT TO SERVICES PROVIDED OR PERFORMED UNDER THIS CONTRACT FOR PURPOSES OF MAKING AUDIT, EXAMINATION, EXCERPTS, AND TRANSCRIPTIONS.

(F) IN THE EVENT OF ANY AUDIT OR INSPECTION CONDUCTED REVEALS ANY OVERPAYMENT BY THE CITY UNDER THE TERMS OF THE CONTRACT, THE CONTRACTOR SHALL REFUND SUCH OVERPAYMENT TO THE CITY WITHIN THIRTY DAYS OF NOTICE BY THE CITY OF THE REQUEST FOR THE REFUND.

(G) THE CONTRACTOR AGREES TO FULLY COMPLY WITH ALL STATE LAWS RELATING TO



PUBLIC RECORDS.

(H) THE CONTRACTOR AGREES THAT IF ANY LITIGATION, CLAIM, OR AUDIT IS STARTED BEFORE THE EXPIRATION OF THE RECORD RETENTION PERIOD ESTABLISHED ABOVE, THE RECORDS SHALL BE RETAINED UNTIL ALL LITIGATION, CLAIMS, OR AUDIT FINDINGS INVOLVING THE RECORDS HAVE BEEN RESOLVED AND FINAL ACTION TAKEN.

(I) PUBLIC RECORDS COMPLIANCE. CONTRACTOR AGREES THAT, PURSUANT TO SECTION 119.071(1)(A), FLORIDA STATUTES, IT SHALL:

(1) KEEP AND MAINTAIN PUBLIC RECORDS REQUIRED BY THE PUBLIC AGENCY TO PERFORM THE SERVICE.

(2) UPON REQUEST FROM THE PUBLIC AGENCY'S CUSTODIAN OF PUBLIC RECORDS, PROVIDE THE PUBLIC AGENCY WITH A COPY OF THE REQUESTED RECORDS OR ALLOW THE RECORDS TO BE INSPECTED OR COPIED WITHIN A REASONABLE TIME AT A COST THAT DOES NOT EXCEED THE COST PROVIDED IN THIS CHAPTER OR AS OTHERWISE PROVIDED BY LAW.

(3) ENSURE THAT PUBLIC RECORDS THAT ARE EXEMPT OR CONFIDENTIAL AND EXEMPT FROM PUBLIC RECORDS DISCLOSURE REQUIREMENTS ARE NOT DISCLOSED EXCEPT AS AUTHORIZED BY LAW FOR THE DURATION OF THE CONTRACT TERM AND FOLLOWING COMPLETION OF THE CONTRACT IF THE CONTRACTOR DOES NOT TRANSFER THE RECORDS TO THE PUBLIC AGENCY.

(4) UPON COMPLETION OF THE CONTRACT, TRANSFER, AT NO COST, TO THE PUBLIC AGENCY ALL PUBLIC RECORDS IN POSSESSION OF THE CONTRACTOR OR KEEP AND MAINTAIN PUBLIC RECORDS REQUIRED BY THE PUBLIC AGENCY TO PERFORM THE SERVICE. IF THE CONTRACTOR TRANSFERS ALL PUBLIC RECORDS TO THE PUBLIC AGENCY UPON COMPLETION OF THE CONTRACT, THE CONTRACTOR SHALL DESTROY ANY DUPLICATE PUBLIC RECORDS THAT ARE EXEMPT OR CONFIDENTIAL AND EXEMPT FROM PUBLIC RECORDS DISCLOSURE REQUIREMENTS. IF THE CONTRACTOR KEEPS AND MAINTAINS PUBLIC RECORDS UPON COMPLETION OF THE CONTRACT, THE CONTRACTOR SHALL MEET ALL APPLICABLE REQUIREMENTS FOR RETAINING PUBLIC RECORDS. ALL RECORDS STORED ELECTRONICALLY MUST BE PROVIDED TO THE PUBLIC AGENCY, UPON

(5) PURSUANT TO SECTION 119.0701(2)(A), FLA. STAT., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: KRISTEN BATES, 386-263-8808, KBATES@BUNNELLCITY.US, PO BOX 756, 201 W. MOODY BLVD., BUNNELL, FL 32110.**

(J) PUBLIC RECORDS COMPLIANCE INDEMNIFICATION. CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE PUBLIC AGENCY HARMLESS AGAINST ANY AND ALL CLAIMS, DAMAGE AWARDS, AND CAUSES OF ACTION ARISING FROM THE CONTRACTOR'S FAILURE TO COMPLY WITH THE PUBLIC RECORDS DISCLOSURE REQUIREMENTS OF SECTION 119.07(1), FLORIDA STATUTES, OR BY CONTRACTOR'S FAILURE TO MAINTAIN PUBLIC RECORDS THAT ARE EXEMPT OR CONFIDENTIAL AND EXEMPT FROM THE PUBLIC RECORDS DISCLOSURE REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO, ANY THIRD PARTY CLAIMS OR AWARDS FOR ATTORNEYS' FEES AND COSTS ARISING THEREFROM. CONTRACTOR AUTHORIZES THE PUBLIC AGENCY TO SEEK DECLARATORY, INJUNCTIVE, OR OTHER APPROPRIATE RELIEF AGAINST CONTRACTOR IN FLAGLER COUNTY CIRCUIT COURT ON AN EXPEDITED BASIS TO

ENFORCE THE REQUIREMENTS OF THIS SECTION.

**SECTION 37: COUNTERPARTS.**

THIS CONTRACT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH, TAKEN TOGETHER, SHALL CONSTITUTE ONE AND THE SAME DOCUMENT.

**SECTION 38: SUBMITTALS.**

THE FOLLOWING ARE ITEMS THE CONTRACTOR MUST SUBMIT TO THE CITY AS STATED IN THIS CONTRACT:

- 1 DESCRIPTION OF SERVICES; SECTION 12.
- 2 WORKER COMPENSATION INSURANCE FOR ALL EMPLOYEES; SECTION 34, PARAGRAPH (A) (1)
- 3 CERTIFICATES OF LIABILITY INSURANCE; SECTION 34, PARAGRAPH (C)
- 4 AMERICAN WITH DISABILITIES ACT; SECTION 17, PARAGRAPH (F)
- 5 PRICE SCHEDULE
- 6 BUSINESS TAX RECEIPT (IF APPLICABLE)

THIS CONTRACT DESCRIBES EACH ITEM LISTED ABOVE IN DETAIL. ALL PROVIDED TO THE CITY MUST BE ACCURATE AND UPDATED CERTIFYING THE CONTRACTOR IS PROCEEDING CORRECTLY.

**SECTION 39: EXHIBITS.**

EACH EXHIBIT REFERRED TO AND ATTACHED TO THIS CONTRACT IS AN ESSENTIAL PART OF THIS CONTRACT. THE EXHIBITS AND ANY AMENDMENTS OR REVISIONS THERETO, EVEN IF NOT PHYSICALLY ATTACHED HERETO, SHALL BE TREATED AS IF THEY ARE PART OF THIS CONTRACT.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS CONTRACT ON THE RESPECTIVE DATES UNDER EACH SIGNATURE.

**ATTEST/WITNESS:**

\_\_\_\_\_  
**NAME OF COMPANY**

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
AUTHORIZED CORPORATE OFFICER

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**

**CITY OF BUNNELL**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

KRISTEN BATES, CITY CLERK

CATHERINE ROBINSON, MAYOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

*EXHIBIT A*  
**DESCRIPTION/SCOPE OF  
SERVICES**

**EXHIBIT B  
CERTIFICATE OF LIABILITY**

**DRAFT**



**EXHIBIT C**  
**WORK ORDER FORM**  
**WORK ORDER-SERVICES #:**  
**Encumbrance PO #:**

<b>Vendor Name:</b>	<b>Date:</b>
<b>Address:</b>	<b>Bid #:</b>
<b>City, State &amp; Zip:</b>	<b>Project:</b> <b>Council Approval Date:</b>

**BUDGETED/EXISTING:** \_\_\_ **NEW:** \_\_\_ **CONTINUING SERVICE:** \_\_\_

**MAIL INVOICES IN**

**DUPLICATE TO:**

**CITY OF BUNNELL**  
**ACCOUNTS PAYABLE**  
**P.O. BOX 756**

**TOTAL COST: \$** \_\_\_\_\_

**BUNNELL, FLORIDA 32110**

**ATTACHMENTS TO THIS WORK ORDER:**

- ( ) DESCRIPTION OF SERVICES
- ( ) DRAWINGS/PLANS/SPECIFICATIONS
- ( ) SPECIAL CONDITIONS

**METHOD OF COMPENSATION:**

- ( ) FIXED FEE BASIS
- ( ) NOT TO EXCEED
- ( )

UNIT PRICE ( )

RATE SCHEDULE

TIME FOR COMPLETION: THE OBLIGATION OF THE VENDOR TO PROVIDE SERVICES TO THE CITY SHALL COMMENCE UPON EXECUTION OF THIS WORK ORDER (WO) BY THE PARTIES AND SERVICES SHALL BE COMPLETED BY \_\_\_\_\_. FAILURE TO MEET THE COMPLETION DATE MAY BE GROUNDS FOR TERMINATION OF THIS WO AND THE UNDERLYING CONTRACT FOR DEFAULT. TIME IS OF THE ESSENCE.

**WITNESS WHEREOF,** THE PARTIES HERETO HAVE MADE AND EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, FOR THE PURPOSES STATED WORK ORDER ON THIS HEREIN.

(THIS SECTION TO BE COMPLETED BY THE CITY)

ATTEST:

\_\_\_\_\_, ATTESTING OFFICER

VENDOR

\_\_\_\_\_  
 OFFICER WITH CORPORATE SIGNATORY AUTHORITY

DATE: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
 \_\_\_\_\_

**CITY OF BUNNELL**

DEPARTMENT HEAD APPROVED RAP ON \_\_\_\_.

AUTHORIZED SIGNATORY \_\_\_\_\_

## WORK ORDERS TERMS AND CONDITIONS

- EXECUTION OF THIS WORK ORDER (WO) BY THE CITY SHALL SERVE AS AUTHORIZATION FOR THE VENDOR TO PROVIDE FOR THE STATED SERVICES AS SET OUT IN THIS WO. IT IS EXPRESSLY UNDERSTOOD BY THE VENDOR THAT THIS WO, UNTIL EXECUTED BY THE CITY, DOES NOT AUTHORIZE THE VENDOR TO PERFORM ANY SERVICES FOR THE CITY.
- THIS WO SHALL TAKE EFFECT ON THE DATE OF ITS EXECUTION BY THE CITY AND EXPIRES UPON FINAL COMPLETION, INSPECTION AND PAYMENT UNLESS TERMINATED EARLIER IN ACCORDANCE WITH THE TERMINATION PROVISIONS HEREIN. THE VENDOR SHALL SIGN THIS WO FIRST AND THE CITY SECOND. THIS WO WILL BE FORWARDED TO THE VENDOR UPON EXECUTION BY THE CITY.
- THE VENDOR SHALL PROVIDE SERVICES PURSUANT TO THIS WO, ITS ATTACHMENTS, AND THE UNDERLYING AGREEMENT (AS AMENDED, IF APPLICABLE) WHICH IS INCORPORATED HEREIN BY REFERENCE AS IF IT HAD BEEN SET OUT IN ITS ENTIRETY. IN THE EVENT THAT THE TERMS AND CONDITIONS OF THIS WO ARE INCONSISTENT WITH THE TERMS AND CONDITIONS OF AN UNDERLYING CONTRACT WHICH IS IMPLEMENTED, IN WHOLE OR PART, BY THIS WO; THEN THE TERMS AND CONDITIONS OF THE UNDERLYING CONTRACT SHALL APPLY.
- COMPENSATION IS BASED ON THE METHOD INDICATED ON THE FIRST PAGE OF THIS WO.
- PAYMENTS TO THE VENDOR SHALL BE MADE BY THE CITY IN STRICT ACCORDANCE WITH THE PAYMENT TERMS AND CONDITIONS LISTED BELOW OR IN THE UNDERLYING CONTRACT.
- BY ACCEPTING THIS WO, THE VENDOR ACCEPTS ALL THE TERMS AND CONDITIONS INCLUDED HEREIN.
- THE CITY RESERVES THE RIGHT, WITHOUT LIABILITY OF ANY TYPE, TO CANCEL THIS WO AS TO ANY SERVICES NOT YET PERFORMED OR TENDERED, AND TO PURCHASE SUBSTITUTE SERVICES AND TO CHARGE THE VENDOR FOR ANY LOSS INCURRED.
- THE CITY MAY CANCEL THIS WO, ANY OUTSTANDING SERVICES HEREUNDER, OR RESCHEDULE IN WHOLE OR IN PART, FOR CAUSE OR NO CAUSE, UPON WRITTEN NOTICE TO THE VENDOR SENT AT LEAST FOURTEEN (14) DAYS PRIOR TO THE COMPLETION DATE SPECIFIED. THE CITY MAY CANCEL THIS WO IN WHOLE OR IN PART AT ANY TIME FOR DEFAULT BY WRITTEN NOTICE TO THE VENDOR.
- THE CITY SHALL HAVE NO LIABILITY TO THE VENDOR BEYOND PAYMENT OF ANY BALANCE OWING FOR SERVICES COMPLETED HEREUNDER AND ACCEPTED BY THE CITY PRIOR TO THE VENDOR'S RECEIPT OF THE NOTICE OF TERMINATION.
- PRICES STATED ON THIS WO ARE FIRM, ALL INCLUSIVE AND CONSISTENT WITH APPLICABLE NEGOTIATIONS, BID(S) AND/OR QUOTATIONS. THE CITY IS EXEMPT FROM THE FLORIDA SALES AND USE TAXES AND WILL FURNISH THE VENDOR WITH PROOF OF TAX EXEMPTION UPON WRITTEN REQUEST.
- THE CITY RESERVES THE RIGHT TO CONDUCT ANY INSPECTION OR INVESTIGATION TO VERIFY COMPLIANCE OF THE SERVICES WITH THE REQUIREMENTS OF THIS PURCHASE AND TO REJECT ANY DELIVERY NOT IN COMPLIANCE AND, IF THE DEFICIENCY IS NOT VISIBLE AT THE TIME OF ACCEPTANCE, TO TAKE AND REQUIRE APPROPRIATE CORRECTIVE ACTION.
- THE VENDOR AGREES TO COMPLY WITH ALL FEDERAL, STATE OF FLORIDA, FLAGLER COUNTY AND CITY LAWS, ORDINANCES, REGULATIONS, AUTHORITY AND CODES AND AUTHORITY HAVING JURISDICTION OVER THE PURCHASE. THIS WO SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA. IN ANY ACTION OR PROCEEDING REQUIRED TO ENFORCE OR INTERPRET THE TERMS OF THIS AGREEMENT, VENUE SHALL BE OF THE SEVENTH JUDICIAL CIRCUIT IN AND FOR FLAGLER COUNTY, FLORIDA.
- THE VENDOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR PROVISION FOR SERVICES REQUIRED UNDER THIS AGREEMENT, INCLUDING DAMAGE TO PERSONS OR PROPERTY, PROVIDED THAT SAME IS CAUSED IN WHOLE OR PART BY THE ERROR, OMISSION, NEGLIGENT ACT, FAILURE TO ACT, MALFEASANCE, MISFEASANCE, CONDUCT, OR MISCONDUCT OF CONTRACTOR, ITS AGENTS, SERVANTS, OFFICERS, OFFICIALS, EMPLOYEES, OR SUBCONTRACTORS. NOTHING HEREIN SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN SECTION 768.28, FLORIDA STATUTES.
- THE VENDOR SHALL NOT ASSIGN THIS WO, ANY RIGHTS UNDER THIS WO OR ANY MONIES DUE OR TO



BECOME DUE HEREUNDER, NOR DELEGATE OR SUBCONTRACT ANY OBLIGATIONS OR WORK HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY.

- THE VENDOR SHALL PERFORM THE OBLIGATIONS OF THIS WO AS AN INDEPENDENT CONTRACTOR AND UNDER NO CIRCUMSTANCES SHALL IT BE CONSIDERED AS AGENT OR EMPLOYEE OF THE CITY.
- THE VENDOR ENSURES THAT ITS PERSONNEL SHALL COMPLY WITH REASONABLE CONDUCT GUIDELINES AND CITY POLICIES AND PROCEDURES. A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST MAY NOT SUBMIT A BID OR TRANSACT BUSINESS WITH THE CITY IN EXCESS OF CATEGORY TWO FOR A PERIOD OF THIRTY-SIX (36) MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST. IN COMPLIANCE WITH 8 U.S.C. SECTION 1324A(E) [SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT (INA)], THE CITY WILL NOT INTENTIONALLY MAKE AN AWARD OR UPON DISCOVERY OF A VIOLATION WILL UNILATERALLY CANCEL THIS WO WITH ANY VENDOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS.
- IF THIS WO INVOLVES THE VENDOR'S PERFORMANCE ON THE CITY'S PREMISES OR AT ANY PLACE WHERE THE CITY CONDUCTS OPERATIONS, THE VENDOR SHALL REQUEST INFORMATION FROM THE PURCHASING MANAGER REGARDING INSURANCE COVERAGE REQUIREMENTS. NONCOMPLIANCE WITH THIS ITEM SHALL PLACE THE VENDOR IN DEFAULT AND SUBJECT TO DISBARMENT FROM THE CITY'S VENDOR LIST.
- THE FAILURE OF THE CITY TO ENFORCE ANY PROVISION OF THIS WO, EXERCISE ANY RIGHT OR PRIVILEGE GRANTED TO THE CITY HEREUNDER SHALL NOT CONSTITUTE OR BE CONSTRUED AS A WAIVER OF ANY SUCH PROVISION OR RIGHT AND THE SAME SHALL CONTINUE IN FORCE.

**DRAFT**

**EXHIBIT D  
ADA FORM**

**DRAFT**

**EXHIBIT E  
SCHEDULE OF RATES**

**DRAFT**

**EXHIBIT F**

**BUSINESS TAX RECEIPT (IF  
APPLICABLE)**

**DRAFT**