

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This AGREEMENT is made and entered into on the ____ day of _____ 2021 by and between the City of Clearwater, Florida (CITY) and _____ (CONSULTANT).

WITNESSETH:

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the CONSULTANT desires to provide such professional services in accordance with this Agreement; and

WHEREAS, in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, the CITY selected the CONSULTANT based on Request For Qualifications (“RFQ”) #37-21 and responses by the CONSULTANT to RFQ #37-21.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree that the above terms, recitals, and representations are true and accurate and are incorporated herein by reference, and the Parties further agree as follows:

1.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of the CONSULTANT to the CITY will be that of a professional consultant, and the CONSULTANT will provide the professional and technical services required under this Agreement in accordance with acceptable engineering and/or architectural practices and ethical standards.

2.0 PROFESSIONAL TECHNICAL SERVICES

- 2.1 It shall be the responsibility of the CONSULTANT to work with and for the CITY to perform an array of services for the City as set forth in RFQ #37-21, Scope of Services.
- 2.2 The CONSULTANT’S services under this Agreement will be provided under a project specific Work Order(s). Each Work Order will include the services for a single project, phase, task or assignment, and will contain a mutually agreed-upon detailed scope of services, project goals, fee and schedule of performance in accordance with applicable fiscal and budgetary constraints. Total compensation for services shall not exceed \$100,000 per Work Order, unless specifically authorized by City Council.
- 2.3 The CONSULTANT shall maintain an adequate and competent staff of professionally qualified personnel available to the CITY for the purpose of rendering

the required engineering and/or consultant services hereunder and shall diligently execute the work to meet the completion time established in the Work Orders. The CONSULTANT shall notify the CITY by U.S. Mail addressed to the City Engineer of any changes in company contact information, including but not limited to contact phone, address, project manager, email addresses, etc.

2.4 The CITY reserves the right to enter into contracts with other engineering and/or architect firms for similar services. The CONSULTANT will, when directed to do so by the CITY, coordinate and work with other engineering and/or architectural firms retained by the CITY.

2.5 The CITY reserves the right to remove any and all projects, phases, tasks, or assignments related to this Agreement. The CITY further reserves the right to enter into contracts with other engineering firms for services related to such projects, phases, tasks, or assignments. The CONSULTANT will, when directed to do so by the CITY, coordinate and work with other firms retained by the CITY.

3.0 **PERIOD OF SERVICES**

3.1 The CONSULTANT shall begin work promptly after receipt of a fully executed Work Order, in accordance with Paragraph 2.2 above. Receipt of a fully executed Work Order shall constitute written notice to proceed.

3.2 If the CONSULTANT'S services are delayed for reasons beyond the CONSULTANT'S control, the time of performance shall be adjusted as appropriate.

3.3 It is the intent of the parties hereto that this Agreement continue in force for a period not to exceed to four (4) years from date of initiation, **08/01/2021 ("Effective Date")**, subject to the provisions for termination contained herein. Assignments that are in progress at the Termination Date shall be completed by the CONSULTANT unless specifically terminated by the CITY. Should the CONSULTANT be in the progress of completing work under this Agreement at the Termination Date, this Agreement shall continue with all terms, conditions and obligations being in full force and effect until such time as the work is completed. All provisions expressly intended to survive termination shall do so.

4.0 **INSURANCE REQUIREMENTS**

4.1 Reference pages 11-13

5.0 **PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA)**

Professional Services provided under this Agreement are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land

surveying and mapping, as defined by the laws of the State of Florida. Provisions of F.S. apply.

6.0 GENERAL CONSIDERATIONS

- 6.1** All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work shall be supplied by the CONSULTANT and shall become the property of the CITY. The CITY acknowledges that such documents are not intended or represented to be suitable for use by the CITY or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the CITY's sole risk without liability or legal exposure to the CONSULTANT.
- 6.2** The CONSULTANT shall prepare preliminary construction cost estimates with each design submittal to verify the proposed design is within the City project budgets. The CONSULTANT shall prepare a final estimate of probable construction costs, following CITY approval of the bid documents and other pre-bid activities. The CITY hereby acknowledges that estimates of probable construction costs cannot be guaranteed, and such estimates are not to be construed as a promise that designed facilities will not exceed a cost limitation.
- 6.3** The CONSULTANT will provide expert witnesses, if required, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.
- 6.4** Upon the CONSULTANT'S written request, the CITY will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the CONSULTANT and CITY mutually deem necessary.
- 6.5** The CITY and the CONSULTANT each bind themselves and their successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement; and, neither the CITY nor the CONSULTANT will assign or transfer its interest in this Agreement without written consent of the other.
- 6.6** To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this CONSULTANT under this AGREEMENT. Notwithstanding any provision herein to the contrary, this paragraph shall not be construed as a waiver of any immunity to which CITY is entitled or the extent of any limitation of liability pursuant to § 768.28, Florida Statutes. Furthermore, this provision is not intended to nor shall it be interpreted

as limiting or in any way affecting any defense CITY may have under § 768.28, Florida Statutes or as consent to be sued by third parties. The obligations under this paragraph shall expressly survive termination or expiration of this Agreement.

- 6.7** The CONSULTANT agrees not to engage the services of any person or persons in the employ of the CITY to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.
- 6.8** Key personnel assigned to CITY projects by the CONSULTANT shall not be removed from the projects until alternate personnel acceptable to the CITY are approved in writing by the CITY. Key personnel are identified as: Project Manager and technical experts.
- 6.9** The CONSULTANT shall attach a brief status report on the projects with each request for payment.
- 6.10** Unless otherwise required by law or judicial order, the CONSULTANT agrees that it shall make no statements, press releases or other public communication concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data, technical processes, business affairs or other information obtained or furnished in the conduct of work under this Agreement without first notifying the CITY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish copyright or patent any of the site-specific data or reports furnished for or resulting from work under this Agreement. This does not include materials previously or concurrently developed by the CONSULTANT for “In House” use. Only data and reports generated by the CONSULTANT under this Agreement shall be the property of the CITY.
- 6.11** Public Records. The CONSULTANT will be required to comply with Section 119.0701, Florida Statutes, as may be amended from time to time, specifically to:

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 727-562-4092; Rosemarie.Call@myclearwater.com, 600 Cleveland Street, Suite 600, Clearwater, FL 33755.

The CONSULTANT’s agreement to comply with public records law applies specifically to:

- a. Keep and maintain public records required by the City of Clearwater (hereinafter “public agency”) to perform the service being provided by the contractor hereunder.
- b. 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 for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.

- c. Ensure that the 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.
- d. 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 request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f. The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - i. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time;

and

- ii. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i. A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

7.0 COMPENSATION

- 7.1 The CONSULTANT shall be compensated for services rendered under this Agreement in accordance with the provisions of each Work Order, upon presentation of CONSULTANT'S invoice and as provided in this Agreement.
- 7.2 Compensation for services shall be invoiced by the CONSULTANT and paid by the CITY in accordance with the Florida Local Government Prompt Payment Act, § 218.70, Florida Statutes.
- 7.3 The CONSULTANT agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost-plus fixed fee work assignments upon request of the CITY.

8.0 PROHIBITION AGAINST CONTINGENT FEES

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

9.0 TERMINATION FOR CAUSE

This Agreement may be terminated by either party with seven (7) days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of outstanding Work Orders for all work performed up to the date of termination.

10.0 SUSPENSION, CANCELLATION, OR ABANDONMENT

If the project described in any Work Order is suspended, canceled, or abandoned by the CITY, without affecting any other Work Order or this Agreement, the CONSULTANT shall be given five (5) days prior written notice of such action and shall be compensated for professional services provided up to the date of suspension, cancellation, or abandonment.

10.5 This Agreement shall be administered and interpreted under the laws of the State of Florida. The exclusive venue for any proceeding or suit in law or equity arising from or incident to this Agreement will be in Pinellas County Florida.

11.0 TERMINATION FOR CONVENIENCE

Either the CITY or the CONSULTANT may terminate the Agreement at any time by giving written notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the CITY as provided herein, the CONSULTANT will be paid for services rendered through the date of termination.

12.0 PUBLIC ENTITY CRIMES

Pursuant to Florida Statute § 287.132-133, the City of Clearwater, as a public entity, may not accept any proposal from, award any contract to, or transact any business in excess of the threshold amount provided in § 287.017, F.S., for Category Two (currently \$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to § 287.133 (3)(f), F.S. By submitting a proposal, CONSULTANT is certifying that Florida Statute 287.132 and 287.133 does not restrict submission.

13.0 The CONSULTANT will be required to comply with Section 287.135, Florida Statutes, specifically to comply with the following and execute forms as reflected on **pages 16 - 17** (attached hereto and incorporated herein by reference):

SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA

- (a) The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
- (b) The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and

- (c) Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
- (d) If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST

- (a) The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
- (b) The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
- (c) “Boycott Israel” or “boycott of Israel” means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
- (d) If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

14.0 RFQ #37-21, TERMS AND CONDITIONS

All terms and conditions as set forth in RFQ #37-21, Terms of Conditions are incorporated by reference and hereto attached as Exhibit A Terms and Conditions.

15.0 ORDER OF PRECEDENCE

Any inconsistency in documents relating to this Agreement shall be resolved by giving precedence in the following order: (i) this Agreement and subsequent Amendments; (ii) RFQ #37-21, Terms and Conditions; and (iii) Work Orders.

16.0 TERMINATION FOR LACK OF FUNDING

The CITY'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Clearwater City Council. In the event the Clearwater City Council does not appropriate funds for CITY to perform its obligations hereunder, CITY may terminate this Agreement upon thirty (30) days written notice to CONSULTANT. CONSULTANT will be paid for all work performed to the date of termination.

17.0 E-VERIFY

CONSULTANT and its Subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CONSULTANT will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system. Subcontractor must provide CONSULTANT with an affidavit stating that Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of such affidavit.

The CITY may terminate this Agreement on the good faith belief that CONSULTANT or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c). If this Agreement is terminated pursuant to Florida Statute 448.095(2)(c), CONSULTANT may not be awarded a public contract for at least 1 year after the date of which this Agreement was terminated. CONSULTANT is liable for any additional costs incurred by the CITY as a result of the termination of this Agreement.

See Section 448.095, Florida Statutes (2020).

IN WITNESS IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date and year first above written.

[consultant name]

By: _____
Print Name: _____
Title: _____

WITNESS:

By: _____
Print Name: _____
Title: _____

Countersigned:

CITY OF CLEARWATER

Frank Hibbard
Mayor

By: _____
William B. Horne II
City Manager

**Approved as to form and
correctness:**

ATTEST:

Owen Kohler
Assistant City Attorney

By: _____
Rosemarie Call
City Clerk

**RISK MANAGEMENT / INSURANCE REQUIREMENTS
FOR
AGREEMENTS AND CONTRACTS**

STATEMENT OF PURPOSE: The City of Clearwater enters into agreements and contracts for services and/or products with other parties.

Agreements and contracts shall contain Risk Management/Insurance terms to protect the City's interest and to minimize its potential liabilities. Whenever applicable, the following terms shall be included in agreements and contracts.

CITY DEFINED: The term "City" (whenever it may appear in this section) is defined to mean the City of Clearwater itself, its Council, the Community Redevelopment Agency of the City of Clearwater, a Florida governmental agency created pursuant to Part III, Chapter 163, Florida Statute, its duly appointed officers, or other public bodies, officers, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED: The term "Other Party" (whenever it may appear in this section) is defined to mean the other person or entity which is a party to this agreement or contract with the City, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors.

HOLD HARMLESS DEFINED: The term "Hold Harmless" (whenever it may appear in this section) is defined to mean that the Other Party shall indemnify and hold harmless the City, and its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Other Party and other persons employed or utilized by the Other Party in the performance of this Agreement and any Work Orders issued under this Agreement.

PAYMENT ON BEHALF OF CITY DEFINED: The term "Payment on Behalf of City" (whenever it may appear in this section) is defined to mean the Other Party agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for claims or suits arising from the fault of the Other Party or other persons employed or utilized by the Other Party in performance of the contract. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

INSURANCE REQUIREMENTS. The CONSULTANT shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the CONSULTANT deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the CONSULTANT must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. Unless waived by the State of Florida, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.
- d. If the CONSULTANT is using its own property, or the property of the City or other provider, in connection with the performance of its obligations under this Agreement, then **CONSULTANT's Equipment Insurance or Property Insurance** on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody and control of others is required.
- e. **Professional Liability Insurance** coverage appropriate for the type of business engaged in by the CONSULTANT with minimum limits of \$1,000,000 (one million dollars) per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

OTHER INSURANCE PROVISIONS.

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the CONSULTANT will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured." In addition when requested in writing from the City, CONSULTANT will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Clearwater
Engineering, RFQ #37-21
P.O. Box 4748
Clearwater, FL 33758-4748**

- b. CONSULTANT shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- c. CONSULTANT's insurance as outlined above shall be primary and non-contributory coverage for CONSULTANT's negligence.
- d. CONSULTANT reserves the right to appoint legal counsel to provide for the CONSULTANT's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to CONSULTANT's design, equipment, or service. CONSULTANT agrees that the City shall not be liable to reimburse CONSULTANT for any legal fees or costs as a result of CONSULTANT providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and failure to request evidence of this insurance shall not be construed as a waiver of CONSULTANT's obligation to provide the insurance coverage specified.

PROVISION OF PAYMENT

PARKING CONSULTING OF RECORD: **[consultant name]**

BASIS FOR PAYMENT

The owner shall pay CONSULTANT and CONSULTANT agrees to accept as full compensation for its services (as established by Work Order) compensation as computed by one of the following methods:

Method “A” – Hourly Rate –

Compensation in the form of burdened hourly rates.

Burdened (direct + indirect) Hourly Rate + Subconsultant Cost + Other Direct Costs.

Direct cost includes labor hourly rate. Indirect costs include fringe benefit rate, overhead, operating margin and profit.

Subconsultant Costs are actual costs incurred **times a factor of 1.00**. Actual costs shall be based on billing rates for required labor classifications.

Other Direct Costs are actual costs incurred for travel outside of Tampa Bay area, printing, copying, long distance telephone calls, etc.

Method “B” – Lump Sum –

Compensation in the form of “lump sum” for all work associated with a Work Order or task and shall be determined by mutual agreement between the CONSULTANT and the City. The lump sum amount shall be negotiated based upon the Work Order scope of services and approved by both the City and the CONSULTANT.

Hourly Rates -

The estimated hourly rates below represent 2021 costs and categories. Periodic changes are anticipated, and modifications may be made annually in writing to the City for review and approval.

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH
CUBA AND SYRIA CERTIFICATION FORM**

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as the _____ (title) of _____ (name of corporation/entity), personally known to me as described herein _____, or produced a _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public

Printed Name

My Commission Expires: _____
NOTARY SEAL ABOVE

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

PER SECTION III, ITEM 25, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as the _____ (title) of _____ (name of corporation/entity), personally known to me as described herein _____, or produced a _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public

Printed Name

My Commission Expires: _____
NOTARY SEAL ABOVE

VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Contractor must maintain a copy of such affidavit.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on, this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as the _____ (title) of _____ (name of corporation/entity), personally known _____, or produced _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public

Printed Name

My Commission Expires: _____
NOTARY SEAL ABOVE