

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This AGREEMENT is made and entered into on the _____ day of _____, 2019 by and between the City of Clearwater, Florida (CITY) and, (ENGINEER).

WITNESSETH:

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

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

WHEREAS the CITY selected the ENGINEER in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the ENGINEER in a response to Request for Qualifications #26-19 dated April 18, 2019:

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 GENERAL SCOPE OF THIS AGREEMENT

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

2.0 PROFESSIONAL TECHNICAL SERVICES

- 2.1 It shall be the responsibility of the ENGINEER to work with and for the CITY toward solutions to engineering problems and the approach or technique to be used toward accomplishment of the CITY's objective for each project or assignment. The ENGINEER's services shall include developing and presenting advisory opinions regarding the usefulness and continued profitability of Water, Sewer and Stormwater Utility System facilities, the proper maintenance of the elements of the System and the design of capital improvements thereto; roads, drainage, structural analysis, transportation, traffic, environmental and gas systems. Representative assignment areas are expected to include, but not be limited to, planning, studies or design services as listed below:

- 2.1.1.** Preparation of construction drawings, specifications and bid documents for public works projects, including but not limited to:
 - 2.1.1.a.** Structural engineering elements
 - 2.1.1.b.** Streets and roadways, including intersection improvements
 - 2.1.1.c.** Parking facilities
 - 2.1.1.d.** Utility infrastructure, including water, wastewater, natural gas, storm water and reclaimed water
- 2.1.2.** Land surveying activities, including title search, aerial target placement, topographic surveys, right-of-way surveys, preparation of right-of-way control surveys, preparation of right-of-way mapping/parcel descriptions/parcel sketches
- 2.1.3.** Architectural services
- 2.1.4.** Transportation improvement planning and studies, including Project Development & Environment (PD&E) studies
- 2.1.5.** FDEP Brownfield Redevelopment Program projects
- 2.1.6.** Traffic operations activities, including traffic signal warrant analysis, safety studies, preparation of traffic signal construction documents, preparation of pavement marking & signing plans, assistance as needed with the implementation of timing plans for and the operation of the City's Urban Traffic Signal Computer System
- 2.1.7.** Hazardous materials investigations, mitigation/remediation plans and associated tasks
- 2.1.8.** Management of construction contracts
- 2.1.9.** Review and assessment of the applicability of design/build contracts and/or Value Engineering for various CITY improvements
- 2.1.10.** Development/preparation of grant applications for CITY projects
- 2.1.11.** Preparation of permit application packages, including water, waste water, surface water management, National Pollution Discharge Elimination System (NPDES), and wetland impacts: assistance in meeting regulatory and grant requirements, permitting and preparation of permit documents and representation of the CITY before appropriate regulatory bodies
- 2.1.12.** Environmental audits, including evaluation of hazardous materials potential, archeological or historical resources, impacts to threatened or endangered species
- 2.1.13.** Hydraulic/hydrologic modeling of streams, watersheds, water and wastewater piping systems and modeling of treatment processes, etc.
- 2.1.14.** Development of wetland mitigation plans, including compliance monitoring
- 2.1.15.** Water quality monitoring, including report preparation
- 2.1.16.** Preparation and implementation of public involvement programs, including graphics (presentation boards, slides, handouts, etc.)
- 2.1.17.** Studies related to stormwater management, master planning, design and financing, including stormwater utility feasibility and implementation
- 2.1.18.** Studies related to rates, user charges and impact upon various agreements between the CITY and its customers, suppliers and consultants
- 2.1.19.** Studies of recreational facility improvements, including expansion or improvements to existing facilities as well as development of new facilities: includes possible preparation of construction documents (including permits) and construction management
- 2.1.20.** Aviation services, including master planning and design of planned improvements

2.1.21. Preparation of traffic calming plans

2.1.22. Landscape and irrigation design

2.1.23. Other work as may be reasonably required under the general scope of professional and technical engineering services in connection with the CITY's public works/engineering system.

2.2 The ENGINEER's services under this Agreement will be provided under Work Orders. Generally, each Work Order will include the services for a single project or assignment, and it 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 the City Council.

2.3 The ENGINEER shall maintain an adequate and competent staff of professionally qualified personnel available to the CITY for the purpose of rendering the required engineering services hereunder, and shall diligently execute the work to meet the completion time established in Work Order. The ENGINEER shall notify the CITY by U.S. Mail addressed to the City Engineer of any changes in company contact information. This includes: 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 ENGINEER will, when directed to do so by the CITY, coordinate and work with other engineering and/or architectural firms retained by the CITY.

3.0 **PERIOD OF SERVICE**

3.1 The ENGINEER shall begin work promptly after receipt of a fully executed copy of each 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 ENGINEER's services called for under any Work Order are delayed for reasons beyond the ENGINEER'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 until four (4) years from the date of initiation, **08/01/2019 ("Effective Date")**, subject to the provisions for termination contained herein. The City retains the right to exercise an option to conduct a mid-term solicitation. Assignments that are in progress at the Contract Termination Date will be completed by the ENGINEER unless specifically terminated by the CITY. Should the ENGINEER be in the process 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**

See pages 11-13.

5.0 **PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE
NEGOTIATION ACT (CCNA) - Florida Statute 287.055**

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. 287.055 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 ENGINEER to the CITY 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 ENGINEER for the specific purpose intended will be at the CITY's sole risk without liability or legal exposure to the ENGINEER.
- 6.2 The ENGINEER shall prepare preliminary construction cost estimates with each design submittal to verify the proposed design is within the City project budgets. The ENGINEER shall prepare a final estimate of probable construction costs, following CITY approval of the bid documents and other Prebid 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 ENGINEER 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 ENGINEER describing the services desired and providing a basis for compensation to the ENGINEER.
- 6.4 Upon the ENGINEER's written request, the CITY will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the ENGINEER and CITY mutually deem necessary.
- 6.5 The CITY and the ENGINEER 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 ENGINEER will assign or transfer its interest in this Agreement without written consent of the other.
- 6.6 The ENGINEER shall 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 ENGINEER and other persons employed or utilized by the ENGINEER in the performance of this AGREEMENT and any Work Orders issued under this AGREEMENT.

- 6.7 The ENGINEER 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 ENGINEER 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 ENGINEER shall attach a brief status report on the project(s) with each request for payment.
- 6.10 Unless otherwise required by law or judicial order, the ENGINEER agrees that it shall make no statements, press releases or other public communication concerning the 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 ENGINEER 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 ENGINEER for "In House" use. Only data and reports generated by the ENGINEER under this Agreement shall be the property of the City.
- 6.11 Public Records - The ENGINEER will be required to comply with Section 119.0701, Florida Statutes (2014), specifically to:

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 727-562-4092, Rosemarie.Call@myclearwater.com, 112 S. Osceola Ave., Clearwater, FL 33756.

The Engineer'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:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. 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.

- 6.12 The ENGINEER and the CITY, in consideration of the promises and risks undertaken, hereby agree to fulfill all duties and obligations of this Agreement in good faith and fair dealing, and shall cooperate in all respects, including, but not limited to, participating as needed in the defense of any and all claims or lawsuits initiated against either party hereunder. Notwithstanding any provision herein to the contrary, the 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.

7.0 **COMPENSATION**

- 7.1 The ENGINEER shall be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Order, upon presentation of ENGINEER's invoice and as provided for below. An hourly rate schedule and typical methods of compensation are attached hereto as pages 14-15.

- 7.2 Except as may be addressed in the initiating Work Order, the compensation for services shall be invoiced by the ENGINEER and paid by the CITY in accordance with the Florida Local Government Prompt Payment Act, F.S. section 218.70 et. seq. Such invoices shall be due and payable upon receipt.

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

9.0

TERMINATION

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 ENGINEER 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 ENGINEER 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.

This Agreement shall be administered and interpreted under the laws of the State of Florida.

11.0 **TERMINATION OF CONVENIENCE**

Either the CITY or the ENGINEER 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 ENGINEER will be paid for services rendered through the date of termination.

12.0 **PUBLIC ENTITY CRIMES**

Pursuant to Florida Statute sections 287.132-287.133, 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 Section 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 Section 287.133 (3)(f), F.S.

13.0 **The ENGINEER 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 and 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

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.

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

Firm Name: _____

By: _____
Print Name: _____
Title: _____

WITNESS:

By: _____
Print Name: _____
Title: _____

Countersigned:

CITY OF CLEARWATER

George N. Cretekos
Mayor

By: _____
William B. Horne II
City Manager

**Approved as to form and
correctness:**

ATTEST:

Laura Mahony
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 ENGINEER 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 ENGINEER'S deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the ENGINEER 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 ENGINEER 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 **ENGINEER'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 ENGINEER 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 ENGINEER 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, ENGINEER 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 #26-19
P.O. Box 4748
Clearwater, FL 33758-4748**

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

PROVISION OF PAYMENT

ENGINEER OF RECORD: **FIRM NAME:**

BASIS FOR PAYMENT

The owner shall pay ENGINEER and ENGINEER 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 ENGINEER 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 ENGINEER.

Hourly Rates -

The estimated hourly rates below represent 2019 costs and categories. Periodic changes are anticipated, and modifications may be made annually in writing to the City for review and approval.

CITY OF CLEARWATER ENGINEER OF RECORD, RFQ #26-19
8/1/19 to 7/31/23

ENGINEER OF RECORD: **FIRM NAME:**

Job Classification	Burdened Hourly Rate
Senior Vice President	
Vice President/Officer-in-Charge	
Senior Project Manager/Group Manager	
Project Manager/Associate Principal	
Senior Engineer/Senior Scientist	
Engineer/Scientist (III-IV)	
Engineer/Scientist (I-III)	
Engineer Intern	
Construction Engineer	
Construction Administrator/Manager	
Landscape Architect	
Senior Inspector	
Inspector	
Senior Designer	
Drafter/CADD Operator	
Operations Specialist	
Field Technician	
Fiscal/Accounting	
Administrative/Clerical	

**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