



# CITY OF SEMINOLE

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## **REQUEST FOR QUALIFICATIONS**

### **CONTINUING CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES**

#### **RFQ NO. 21-0409**

Sealed proposals addressed to the City of Seminole, Purchasing Division, 9199 – 113<sup>th</sup> Street North, Seminole, Florida 33772 and marked, REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES, will be received until **11:00 AM, Friday, April 9, 2021**. Proposals received after the specified time will not be opened or considered. Complete requirements are attached.

## **REQUEST FOR QUALIFICATIONS**

### **PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES**

#### **1. PROJECT DESCRIPTION**

Pursuant to the authority granted to it in Florida Statutes § 287.055(4)(d), the City of Seminole, a Florida municipal corporation, is interested in entering into contracts with one or more qualified professional architectural or engineering Firms to provide services of a specified nature as outlined in the contract to be entered into, the form of said contract being attached hereto, said services generally consisting of providing professional Continuing Architectural and Engineering services under a Continuing Contract, as that term is defined in Florida Statutes § 287.055(2)(g). The specified services shall consist of providing architectural and engineering services throughout the City, as required and directed by the City, on its various new construction, remodeling, renovation, life safety, maintenance and repair projects.

- 1.1 The Contract shall be awarded in accordance with the procedural requirements set out in Florida Statutes § 287.055 and the Seminole City Code.
- 1.2 Prohibition Against Contracting With Scrutinized Companies. Pursuant to Florida Statutes § 287.135, Firms responding to this RFQ must certify that the Firm is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Additionally, the Firm must certify that it is not on the Scrutinized Companies that Boycott Israel List and is not participating in a boycott of Israel. The City shall have the option to terminate its contract with the Firm if the Firm is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or if the Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 1.3 Trade Secrets. The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

“Trade secret” means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
  2. Of value;
  3. For use or in use by the business; and
  4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.
- 1.4 However, the City will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as “confidential” will be insufficient to comply with this requirement.
- 1.5 While the City will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, *prior to the submission of their materials* to the City, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.
- 1.6 In the event any record is requested under the Public Records Act, procurement staff will consult with the City’s legal counsel and, if City’s legal counsel agrees with the designation, the City will assert the exemption and redact the relevant materials. If the City’s counsel disagrees with the designation, City staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The City notes that absent some unusual justification, a bidder’s or proposer’s contract price shall not constitute a trade secret.

## 2. **SCOPE OF SERVICES**

- 2.1 Provide professional architectural and engineering services, as directed by the City for projects and tasks as may be required from time to time by the City.
- 2.2 The services that may be required of the Consultant include but are not limited to the following disciplines, which are further detailed in Section 3:

### **General Engineering Professional Services**

### **Transportation and Roadway Engineering Services**

### **Landscape Architecture**

### **Planning and Community Development**

### **Stormwater Management and Design Services**

### **Public Facilities Architectural and Engineering Services**

- 2.3 Firms may submit a qualifications proposal for one or multiple disciplines to receive a continuing contract to provide professional services to the City of Seminole in their qualified discipline(s) as selected by the City.
- 2.4 The Firm shall be familiar with, and work performed for the City shall conform to and be in compliance with, applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures, and directives.
- 2.5 It is anticipated that the City may select more than one Firm for award of a continuing services contract for each discipline. The City reserves the sole right to select more than one Firm as it deems is in its best interests.

### 3. **DESCRIPTION OF DISCIPLINES**

3.1 **General Engineering**. Services may include but are not limited to:

- Ecological
- Wetland Delineation
- Endangered/Protected Species Surveys
- Wetland Mitigation Plans

#### Environmental

- Environmental Site Assessment and Remediation
- Environmental Permitting
- Environmental Risk Analysis

#### Geo-technical Services

- Seasonal High Groundwater Determinations
- Soil Investigations
- Soils/Geological Studies
- Roadway Pavement Structural Evaluation and Design

#### Surveying and Mapping

- Topographical Surveying and Mapping
- Land Surveying, Parcel Mapping, and Platting
- Utility System Mapping
- Legal Descriptions
- Digital Terrain Modeling
- Aerial Survey and Mapping

3.2 **Transportation and Roadway Engineering**. Services may include but are not limited to:

- Roadway Design
- Transportation Stormwater Drainage Design
- Pedestrian Sidewalk/Multi-Use Trail Design
- Roadway Resurfacing Design
- Traffic Calming Design

- 3.3 Landscape Architecture. Services may include but are not limited to:
- Design of public parks, roadway areas, and public spaces including landscape, hardscape, and irrigation systems
  - Development of graphic representations and marketing of proposed plans
- 3.4 Planning and Community Development. Services may include but are not limited to:
- Comprehensive Development Code/Land Development Regulations
  - Comprehensive Planning, Preparation, Evaluation and Implementation
  - Park and Greenway Planning and Design
  - Recreation Master Planning
  - Public Involvement and Consensus Building
  - Architectural Renderings
  - Market Research; Demographics/Socio-Economic
  - General Planning Services
- 3.5 Stormwater Management and Design. Services may include but are not limited to:
- Stormwater Conveyance/Drainage Improvement Design
  - Hydraulic Modeling
  - Flood and Erosion Control
  - Feasibility Analysis for Stormwater Projects
  - Water Quality Modeling and Analysis
  - Flood Plain/Watershed Modeling and Analysis
  - Regulatory Compliance/Permitting
  - TMDL Implementation
  - Rate modeling and forecasting
  - Preparation of grant applications
  - Stormwater Retrofit
  - Construction Engineering Inspection (RPR)/Administration
- 3.6 Public Facilities Architecture and Engineering.
- 3.6.1 Architectural Services – provide consultant and professional architectural services relating to building construction projects of limited scope, and/or projects involving facility renovation, repair and maintenance. Anticipated services include, but are not limited to:
- Design-Build Projects
  - Project Cost Estimating, Cost Engineering, Forecasting
  - Space Need Analysis
  - Feasibility Studies, Conceptual Plans and Schematic Designs
  - Design and Construction Documents
  - Cost Estimating
  - Envelope Analysis
  - Interior Design Services
  - Coating/Paints/Primers Specifications
  - Scope Development

- 3.6.2 Engineering Services – provide consultant and professional engineering services relating to building construction projects of limited scope, and/or projects involving facility renovation, repair and maintenance.
- Civil. Anticipated services include, but are not limited to:
    - Parking Lot Design & Evaluation
    - Pavement Management and Design
    - Park Development and Planning
    - Landscape Architecture
  - Structural. Anticipated services include, but are not limited to:
    - Structure analysis for new construction and existing structure, including damage assessment
    - Feasibility Studies, Conceptual Plans and Schematic Designs
    - Specifications and construction details for building renovations and repair projects
    - Design and Construction Documents
    - Rehabilitation (Buildings Structures and Facilities)
    - Emergency Response Services
    - Scope Development
  - Mechanical, Electrical & Plumbing (MEP). Anticipated services include, but are not limited to:
    - System inspections, design and consultants
    - Feasibility Studies, conceptual plans and schematic designs
    - Specifications and construction details for building renovations and repair projects
    - Load calculations and consulting
    - Electrical studies and design
    - Interior/Exterior lighting consulting (parking lots, memorials, athletic fields)
    - Emergency Response Services
    - Scope Development

#### 4. **REQUIREMENTS**

- 4.1 Firms must meet the following requirements:
- 4.1.1 Requirements of this Request for Qualifications (RFQ).
  - 4.1.2 It is preferable that each Firm has experience providing services for municipal, county, or other similar governmental agencies.
  - 4.1.3 Firms must be authorized to do business in the State of Florida and must possess professional service registrations in accordance with applicable statutes, regulations, and rules. Firms must be knowledgeable of, and in compliance with, the requirements of all federal, state, and local laws and regulations applicable to the provision of their services.
  - 4.1.4 Firms must be able to demonstrate financial strength appropriate to the scale of projects.
  - 4.1.5 Statements of Qualifications must be submitted to the City on or before the time and date and at the place and in the manner indicated in this RFQ.

4.1.6 Statements of Qualifications should be mechanically bound and should be limited to not more than 30 (8.5-inch x 11-inch) pages printed on one side, no less than 11-point font, excluding covers, dividers, and financial information. Oversize pages will be counted as two pages. Submissions more than 30 pages will not be disqualified; however, clarity, conciseness, and brevity of this document will be an evaluation criterion.

**4.1.7 One original and two copies of the Statement of Qualifications must be submitted.** In addition to the hard copies an electronic version of statements of qualification is to be submitted on a USB storage device (flash or thumb drive).

4.1.8 Warning: Statements of Qualification which have not been received by the City on or before the scheduled receipt time as set forth in this RFQ will not be considered.

4.1.9 The selected Firm(s) and its (their) subconsultants (if any), will be required to meet the insurance requirements of the City set forth herein.

4.1.10 In accordance with Florida law, selected Firms will be required to make sworn statements regarding Public Entity Crimes and Contingent Fees.

4.1.11 Pre-negotiation meetings and negotiation meetings will be conducted on the date(s) and at the place(s) to be specified at a later date. If agreement is not reached from those efforts, the City will terminate negotiations and proceed to the next highest ranked Firm until it has reached agreement with the desired number of Firms.

4.1.12 Costs of participating in the selection process, including presentations to the Evaluation Committee or City, are solely those of the Firm(s) and the City will assume no responsibility for any costs.

4.1.13 City reserves the right to waive informalities and to terminate this RFQ process.

4.1.14 Firms submitting qualifications shall demonstrate their familiarity with the current Florida Building Code, including design criteria for disabled persons.

## 5 **STATEMENT OF QUALIFICATIONS**

### *Required Information and Format*

Statements of Qualifications must provide the required information in the following order and format:

5.1 Letter of introduction and interest signed by an officer or partner of the responding Firm. Letter shall include specific reason(s) why Firm would be the best choice to perform work assignments for the City. If responding Firm is a joint venture, an officer or partner from each member of the joint venture must sign.

5.2 Table of Contents

5.3 Compliance Information. This is a compliance section and carries no evaluation points.

Firms must include/provide the following information/documentation in order to meet the minimum qualifications to warrant further consideration:

5.3.1 *Firm must be properly certified by the Florida Secretary of State to do business in Florida at the time of submission.*

**5.3.1.1** State the legal name of the entity submitting and if Firm submitting is a corporation, joint venture, or partnership. Note: It is understood that if selected for a continuing contract the stated entity name will be used in all legal contracting documents derived from this selection.

5.3.2 Provide a copy of certification for proper incorporation or registration from the Florida Secretary of State showing Firm is in good standing. Joint venturers and partnerships shall also provide a copy of their joint venture/partnership agreements and documentation from the Secretary of State establishing that each joint venture or partnership is authorized to do business in Florida.

**5.3.2.1** *Firms must be properly registered, licensed, and certified on submission date:*

5.3.3 Firms and their subconsultants (if any) must be properly licensed. Provide copy of current Florida architectural and engineer licenses for those members of the Firm and subconsultants who will be providing professional services to the City. If Firm is a joint venture, provide copy of the joint venture agreement and either:

**5.3.3.1** a copy of current Florida Professional Registration Certificate of the joint venture; or

**5.3.3.2** a copy of the current Florida Professional Registration Certificate of one of the joint venture partners.

5.3.4 *The Firm must have been in continuous business for a minimum of five years. Note: If Firm is a joint venture or partnership, at least one of the companies comprising the joint venture or partnership must have been in continuous business for a minimum of three years.*

**5.3.4.1** State number of years in business. If the Firm is a joint venture, state both the number of years that the joint venture has been in business, as well as the number of years that each joint venture partners has been in business.

**5.3.4.2** State the location, address, and telephone number of Firm's offices. If the Firm is a joint venture or partnership, identify the location, address, and telephone number of the principal place of business of the joint venture or partnership designated with the Florida Division of Corporations.

**5.3.4.3** Submit the names of owners, officers, or principals in management.

5.3.5 *The Firm must identify any existing or potential conflicts of interest and disclose any representation of parties or other relationships that might be considered a conflict of interest regarding this selection. "Conflict" or "conflict of interest" means a situation in which regard for the Firm's private interests will tend to lead*



*the Firm or any of its officers or professionals assigned to provide professional services for the City to disregard the City's interest or the officer's or professional's professional obligations.* The terms expressly include any undisclosed business or contractual relationships between the Firm and any other Firm doing business with the City or responding to this RFQ which relationships in any way bear upon the Firm's future performance or pricing provided under a Contract resulting from this RFQ process.

**5.3.5.1** If any conflicts of interest issues are identified, provide a detailed plan of action on how any existing or potential conflicts of interest will be mitigated in the case the Firm is recommended for this project. City at its sole discretion shall determine the adequacy of the plan and whether the conflict will disqualify the Firm from consideration for the RFQ. If the City determines that the Firm will be disqualified due to the conflict, the Firm's proposal will not be evaluated or considered by the City's Evaluation Committee.

#### **5.4 STATEMENT OF QUALIFICATIONS CRITERIA**

5.4 Individual Review: The City Evaluation Committee ("CEC") members shall use the Proposal/Qualifications Evaluation Form (**Exhibit A**) for this RFQ to document their review and evaluation of each Statement of Qualifications in accordance with the criteria listed below, within their respective areas of experience and knowledge.

##### 5.4.1 Related Experience (35 %)

Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity within the past five (5) years within the State of Florida. This may include evaluating the Firm's performance on previous projects.

**5.4.1.1** List the projects which best illustrate the experience of the Firm which utilized the current staff which is being or likely to be assigned to this Project. (List no more than 10 projects and do not list projects which were not completed by your Firm or completed more than ten years ago). Include the following for each project:

- Name and location of the project.
- The nature of the Firm's responsibility on the project.
- Project owner's representative's name, address, telephone, and facsimile number.
- Project user's representative name, address, and telephone number (if different than owner).
- Date project was completed.
- Size of project (construction gross square feet).
- Cost of project (construction cost).
- Work for which Firm's staff was responsible.
- Present status of the project.
- Firm's key professionals involved on the project and who of that staff would be assigned to the Project covered by this RFQ.

#### 5.4.2 Proposed Project Staff and Functions (30 %):

The quality, experience and quantity of staff and their functions will be evaluated by the Committee. The Committee will also evaluate the Firm's capabilities to provide service.

**5.4.2.1** The Firm shall name the actual staff to be assigned to this Project, describe their ability and experience, and indicate the function of each within their organization and their proposed role on this Project. It is the City's intent that the proposed staff be actually assigned to this Project unless otherwise approved by the City. The staff shall be present either physically or via remote electronic means at relevant CEC interviews whenever possible.

**5.4.2.2** Give brief resumes of key persons to be assigned to the Project including, but not limited to, the following:

- Name and title.
- Job assignment for other projects.
- How many years with this Firm. For sub-consultants, list prior projects your Firm has worked with sub-consultant.
- How many years were key persons with other Firms.
- Experience including types of projects, size of projects (dollar value and square footage of project), and specific project involvement.
- Degrees received and active registrations (if any).
- If submitting as a joint venture or partnership, include the assigned staff for the joint venture or partnership and indicate which of the joint ventures or partners employs the staff member.

**5.4.2.3** Provide the location of the offices that will be providing the required services. Provide information on the staffing and resources of the main office providing the majority of services.

#### 5.4.3 Workload (10%)

As part of the evaluation criteria, the CEC will review the Firms and their sub-consultants' current workload. If the submitting Firm is a joint venture, the CEC will review the current workload of each of the Firms comprising the submitting entity. A maximum of twenty points will be awarded based on an evaluation of the Firm's and their sub-consultants' total workload and capacity to perform the work.

Firms and their sub-consultants shall provide a list of outstanding projects, client names, status of completion, anticipated completion date, dollars committed on open projects, and overall workload with all owners including City. Furthermore, if the submitting Firm is a joint venture it shall also include projects for each Firm comprising the joint venture.

For purposes of this RFQ, a sub-consultant is an individual and/or firm contracted or to be contracted by the submitting Firm to provide professional services under a Contract resulting from this RFQ process. Firms must note that subcontracting is prohibited unless approved in the Contract document.

#### 5.4.4 Financial Capabilities and Cost Control Measures (15%)

The CEC will evaluate whether the Firm has sufficiently demonstrated that they have the necessary financial resources to provide the services, their capabilities to control costs and their history of working proactively to avoid litigation with Cities.

- 5.4.4.1** Financial Statement: For the Firm and/or its equity participants, indicate Working Capital Ratio, Profitability, and Return on Assets Ratio. Include a copy of their most current audited financial statement. If the A/E is a joint venture or partnership all Firms comprising the submitting entity will be required to submit the previously requested documentation. If you are submitting your financial statement under separate cover, two copies must be submitted.
- 5.4.4.2** Insurance Capacity: Firms must provide evidence that they have all insurance coverages as specified in attached contract form. Umbrella liability insurance shall not be less than \$1,000,000 each occurrence and \$1,000,000 aggregate. Professional liability insurance shall have limits of not less than \$1,000,000 each claim and aggregate.
- 5.4.4.3** Litigation: Submit all litigation of any kind involving Firm, its officers or directors with a project owner where the total amount in controversy exceeds \$100,000 within the last five years. If the Firm is a joint venture or partnership submit litigation involving all Firms comprising the submitting entity. State the court and location of the litigation.
- 5.4.4.4** Claims: Submit all Errors & Omissions claims filed against the Firms' policy in the last two years from the proposal submittal date. The information should include amount and nature of the claim(s).

5.4.5 Ability to Perform: (10%)

**5.4.5.1** Firms shall provide evidence of their ability to satisfactorily provide the professional services in a timely, and professional manner free of professional error and with good customer service. **Adherence to the guidelines of this solicitation will be evaluated under this evaluation criteria.** Firms shall, at a minimum:

Provide at least three references, one of which is a Florida government agency.

Indicate if, within the past five years, Firm (or any of its proposed joint venturers or subconsultants) has been suspended or debarred by any governmental agency, and if so, the identity of the agencies taking these actions and copies of the documents taking such actions and any responses thereto.

Indicate if, within the past three years, Firm (or any of its owners, officers, agents, subconsultants, or proposed joint venturers) has/have been sued in civil court or criminally charged over their provision of professional services or business practices, or for breaches of contract or public corruption charges (including bribery or fraud) and, if so, provide copies of the relevant civil suits or charging documents, as well as any documents reflecting the final resolution of such matters.

5.5 City Evaluation Committee. At a scheduled and publicly-noticed meeting, CEC members shall meet and discuss the Statements of Qualifications. The goal of this review is to allow each CEC member the opportunity to fully discuss the submitting Firms' qualifications and to identify any information deemed by the CEC to be significant to the evaluation. At the conclusion of this meeting, each CEC member shall render his or her final scores for each proposal and submit his or her Proposal Evaluation Form to the City's procurement personnel assigned to work with the CEC.

5.5.1 Procurement staff will combine the evaluation scores submitted by the CEC members and determine the ranking of Firms for each discipline (unless otherwise determined) based on the total evaluation scores received. The top three Firms for each discipline will be included in the short list. In the event of a tied score for first through fifth place, all such tied Firms shall be included in the short list.

5.5.2 Notice of Short List. Procurement staff will notify all submitting Firms of whether or not they appear on the short list and shall provide public notice of the short-listed Firms.

5.5.3 The short-listed Firms shall then be invited for oral presentations before the CEC, which will be scheduled at the CEC's convenience.

6. **ORAL PRESENTATIONS**

6.1 The shortlisted respondents will be required to provide presentations to further aid in the evaluation of qualifications. Presentations will be scheduled by discipline and will be held in the City Council Workroom at City Hall, located at 9199 113th Street N., Seminole, FL 33772. The following guidelines will additionally govern the presentations.

6.1.1 Time Limit. Thirty minutes shall be allowed for each respondent's presentation with an additional fifteen minutes provided at the end for questions by the Evaluation Committee. Respondents will be given five minutes each for setup and breakdown, resulting in a total time per firm of fifty-five minutes.

6.1.2 Attendance. It is highly encouraged that the presentation be performed by those staff proposed to complete the majority of the day-to-day work for the City. Project managers only responsible for the highest level of oversight should not use their experience to overshadow the experience of those that will be communicating with City staff and responsible for deliverables. A maximum of four attendees are permitted to participate in the presentation and question period. Sub-consultants should not participate.

6.1.3 Graphical Displays. Flip-charts, presentation boards, or other audio-visual aids are acceptable, but handouts will not be accepted.

6.2 At the scheduled interview, each short-listed Firm shall provide additional information about itself and its operations as may be required by City. This additional information shall include:

6.2.1 References (10 %):

Firms must demonstrate a positive relationship with prior clients on similar projects.

6.2.1.1 Firms shall submit written recommendations from previous owners and discuss their strategy to provide a positive working relationship with City. This strategy must include actual examples of how the Firms have demonstrated their cooperation with other clients. The City reserves the option of contacting any of the references provided to confirm information provided.

6.2.1.2 City staff will provide input on the Firms' past work performance and information from the City evaluation process if available.

6.2.2 Overall Approach and Methodology (30%):

6.2.2.1 Firms shall provide information regarding their knowledge of applicable state and local codes, and of applicable professional standards as an indication of their ability to deliver quality professional services in an effective and timely manner.

6.2.2.2 Firms shall demonstrate verbally and through

documentary or graphical information their plans for performing the architectural and engineering services, documenting the services to be provided and showing the interrelationship of all parties. As part of their services, Firms shall indicate knowledge and experience in design and construction techniques and the recommendation to create an optimum value in meeting the design and budget requirements.

6.2.2.3 Firms shall present their quality assurance programs. The programs shall illustrate how they will assure professional quality, technical accuracy, and coordination of all services required under their contracts.

6.2.3 Project Team (20%):

Firms shall express the general and specific project related experience and capability of in-house staff and subconsultants (if any) and their functions as it relates to this project.

6.2.3.1 Organization Chart: Develop an organization chart as it relates to the Project indicating key personnel and their relationship. It shall be understood that it is the intent of the City to insist that those key personnel indicated as the project team in this RFQ response actually performs the work for the Project.

6.2.3.2 If a joint venture, or prime subcontractor arrangement of two (or more) Firms, indicate how the work shall be distributed between the associated Firms. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities and accountability.

6.2.4 Cost Control (20%)

6.2.4.1 Describe how the Firm develops cost estimates and how they are updated; provide specific examples of successful recommendations implemented to maintain project budgets without sacrificing quality.

6.2.5 Project Scheduling (20%)

6.2.5.1 Firms shall provide their processes for scheduling and managing multiple projects and effectively managing and executing the work in the optimum time. Samples of actual work scheduling multiple major projects are welcome.

- 6.2.5.2 Firms are encouraged to describe any representative current projects and the projected versus actual schedules for each and how the Firm's project management systems benefit the City.

### 6.3 Interview

- 6.3.1 Following the oral presentation, CEC members may ask follow-up questions of the Firm's participants.
- 6.3.2 The City's procurement staff will coordinate the availability of CEC members and will schedule separate oral presentations for each short-listed Firm.
- 6.3.3 When the CEC is receiving oral presentations from a Firm or is posing questions to and receiving answers from Firms during this process, these portions of the CEC's meeting shall, pursuant to Florida Statutes § 287.0113(b), be exempt from the Sunshine Law's requirement for public attendance. However, should the CEC invoke this exemption (to protect trade secrets or to preserve the competitive nature of the process), then the City's procurement staff working with the CEC shall ensure the recording and timing requirements set forth in Florida Statutes § 287.0113(c) are followed.
- 6.3.4 After the CEC has received presentations from all the short-listed Firms, the CEC shall reconvene for the CEC members to discuss the interviews and review each presentation. At the end of this discussion, CEC members shall use the Presentation Evaluation Forms (**Exhibit A**) to record their evaluation of each short-listed Firm, and then submit the Presentation Evaluation Forms to the City's procurement staff.
- 6.3.5 The procurement staff will combine the evaluation scores submitted by all CEC members and determine the CEC's ranking of the short-listed Firms based upon the total scores assigned to each Firm for the presentation stage.

### 6.4 Submittal of recommended highest ranked Firm.

The CEC and procurement staff will submit the highest ranked Firms recommended by the CEC to the Manager for approval. The Manager, in his or her sole discretion, shall either accept or reject the results of the CEC's ranking recommendation. If the Manager accepts the ranking recommendation, the City's procurement staff, working as necessary with the City's engineering, finance, and other stakeholder departments, and as needed with the City Attorney, shall commence contract negotiations beginning with the top ranked firm first. If the Manager rejects the results of the ranking recommendation, he or she, in his or her sole discretion, shall proceed with any of the following methods: directing the CEC to reconvene and recommence the evaluation and ranking process to address the Manager's concerns; pursuing the project by any other alternative method permitted under Florida law; or cancelling this solicitation. If the Manager elects to pursue the project through an alternative method or cancel the solicitation, the City will provide public notice of that decision.

## **7. EVALUATION COMMITTEE PROCESS**

7.1 A City Evaluation Committee (“CEC”) shall be established by the City Manager (or designee). The City Manager (or designee) shall approve the members of the CEC, to include the Public Works Director, Community Development Director, and Planner.

7.1.1 Such other City staff person(s), attorneys or outside consultants may, as deemed appropriate by the CEC Chair, may also be requested or allowed to attend CEC meetings for the purposes of assisting/advising CEC members, monitoring the evaluation process, or for any other reason determined by the Chair to be in the City’s best interests.

7.1.2 Where the Manager determines (due to a lack of in-house expertise, the existence of a cooperative procurement effort, the availability of an individual with unique expertise, the source of project funding, or other good cause) that it is in the City’s best interests, an employee of another governmental agency may be asked to serve on the CEC.

7.1.3 CEC members shall not receive any compensation for serving in that role apart from their normal City compensation (as to City employees) or such compensation as they are provided by their employing agency (as to members from other agencies).

7.1.4 The City’s procurement staff, working as needed with the City Attorney’s Office, will ensure appointed CEC members are informed of the applicability of Florida’s Sunshine, Ethics, and Public Records laws apply to their service (including their communications with each other) so as to ensure those laws are complied with by the members. CEC members shall not solicit nor accept anything of value from any Firm or agent of a Firm, including a gift, loan, reward, promise of future employment, favor, or service, and shall report any offers of same to the Manager.

7.2 The City’s procurement staff assigned to assist the CEC will serve as its clerk, will take minutes of the meetings, and will ensure the CEC’s records, meeting notices and minutes, are maintained with the RFQ’s file.

7.3 Prior to taking any final action, the clerk shall, in compliance with Florida Statutes § 286.0113(2), call for any comment from persons who may be attending the public portions of the meeting to make up to two minutes of comment on the proposed action.

7.4 The final rankings established by the CEC and approved by the Manager will govern which Firms negotiate in which order with the City to arrive at final Contracts until such time as the City has successfully reached agreement with the desired number of Firms.

## **8. SCHEDULE**

8.1 Statements of Qualifications are due to the Seminole City Hall, 9199 – 113<sup>th</sup> Street North, Seminole, Florida 33772, by 11:00 A.M. on April 9, 2021.

8.2 The CEC will convene for its first meeting at 9:00 A.M. on Wednesday, April 14, 2021, to conduct its business. The order of Firm presentation to the CEC will be determined by the City’s procurement staff working with responding Firms to coordinate schedules. Final scheduling and presentation order shall be at the City’s sole discretion.



8.3 The above dates and times are subject to change. All changes will be posted to the City of Seminole's website under Public Notices.

**9. GENERAL INSTRUCTIONS**

9.1 Submit in a sealed envelope in accordance with the requirements contained in the Request for Qualifications (RFQ). Submittals are to be clearly marked with the RFQ number and the Firm's name and address on the outside of the sealed envelope. To prevent opening by unauthorized individuals, your SOQ should be identified on the envelope or wrapper as follows:

<b>ENGINEERING / ARCHITECTURAL CONTINUING SERVICES</b>	
<b>RFQ No. 21-0409</b>	
Name of CONSULTANT:	_____
Address of CONSULTANT:	_____
	_____
Discipline Applied for:	_____

- 9.2 Furnish the number of copies as instructed in the RFQ.
- 9.3 The response shall contain manual signature of an authorized representative of the responding Firm.
- 9.4 Submissions received after the deadline set forth in this RFQ will be unopened and not considered. Firms may retrieve unopened submissions within one week after the deadline. Thereafter, unopened late-received submissions will be disposed of by the City.
- 9.5 Firms responding to this RFQ shall be available for presentations and interviews to the CEC.
- 9.6 The contents of a Firm's Statement of Qualifications may become incorporated into, and a part of, its resulting Contract with the City.
- 9.7 Statements of Qualifications must fully respond to and provided all required documents and information called for in this RFQ including, but not limited to, each item noted in sections 4 and 5, in the order noted. To assist the City staff's evaluation efforts, Firms must identify each response with a number which corresponds to the number in this RFQ.
- 9.8 Statements of Qualifications must be typed with the exception of physical signatures. All corrections made by submitting Firms prior to the opening shall be initialed and dated by the Firm. No changes or corrections will be allowed after the Statements of Qualifications have been opened.
- 9.9 Questions: Any questions concerning the RFQ should be directed in writing to the following City procurement staff member: Allison Broihier at [abroihier@myseminole.com](mailto:abroihier@myseminole.com). All requests for information shall be submitted no later than ten (10) days prior to the RFQ receipt date. Only the responses of the above-

identified City official shall be binding and Firms are advised that no other source of information as to this RFQ is authorized, and no other City official is authorized to explain or interpret the RFQ or to respond to questions related thereto. Responses to all appropriately-submitted questions shall be made by way of the issuance of one or more Addenda/Addendum, which shall be published on the City's website under Public Notices and on www.demandstar.com.

- 9.10 All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the no-lobbying requirement set out below. Direct communication about this RFQ or the eventual Contract between responding Firms or potential responding Firms and the City's employees (including CEC members and elected Council Members, other than the person designated in Section 9.9 above as the point of contact for responders, potential responders, and their agents, is **strictly prohibited**.
- 9.11 Any lobbying by or on behalf of a responder or potential responder will result in rejection of a Statement of Qualifications and disqualification of the offending Firm. Bidders shall refrain from any contact with City Council Members and City staff (including CEC members) regarding their respective responses.
- 9.12 DURING THE PERIOD BETWEEN THE ISSUANCE OF THIS RFQ AND THE AWARD OF ALL CONTRACTS TO RESULT THEREFROM, RESPONDERS OR POTENTIAL RESPONDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR RESPONSES OR POTENTIAL RESPONSES WITH ANY MEMBER OF THE CITY COUNCIL OR CITY STAFF EXCEPT UPON THE EXPRESS WRITTEN APPROVAL OF THE PERSON DESIGNATED IN SECTION 9.9 ABOVE.
- 9.13 This provision is not meant to preclude bidders from discussing other, unrelated matters with City Council Members or City staff. This policy is intended to create a level playing field for all potential responders, to assure that contract decisions are made in public, and to protect the integrity of the solicitation process. Its purpose is to stimulate competition, prevent favoritism, and secure the best services, work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners of the City.

**10. TERMS AND CONDITIONS:**

- 10.1. City reserves the right to accept or reject any or all proposals in the best interest of City. The City reserves the right to waive any formalities in the selection process.
- 10.2 It is mutually understood and agreed that the nature, amount, and frequency of the Services shall be determined solely by City and that City does not represent or guarantee unto Firm that any specific amount of services will be requested or required of Firm pursuant to this RFQ.
- 10.3 Proposals which do not comply with these instructions or that do not include the requested data may not be considered.
- 10.4 The successful Firm shall not discriminate against any person in accordance with Federal, State or local law.

- 10.5 It is the sole responsibility of the submitting Firm to ensure proposals are received at the proper place on or before the time and date required, and in the format stated.
- 10.6 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 10.7 The City of Seminole does not discriminate in admission or access to, or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, disability or any other reason prohibited by law.
- 10.8 By submitting a response to this solicitation, the submitting entity is agreeing that it consents to the City contacting any parties referenced in the entity's response including, but not limited to, all project owners and references.
- 10.9 The form of agreement the City intends to use in awarding contracts pursuant to this RFQ is attached hereto as **Exhibit B**. By submitting a response to this solicitation, the submitting entity acknowledges and agrees that, while the negotiation process will allow for requests to revise any portion of the form of agreement, the City does not anticipate, and will not favor, substantial revisions to the terms stated therein.
- 10.10 By submitting a response to this solicitation, the submitting entity acknowledges the lobbying prohibitions set forth herein, agrees to ensure its officers, employees, agents, attorneys, and lobbyists understand these prohibitions, and agrees that should it, or any officer, employee, agent, attorney, or lobbyist on its behalf, violate such prohibitions, the submitting entity shall be disqualified from further consideration.

**EXHIBIT "A"**

CITY OF SEMINOLE

Evaluation Committee Signatures

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**Scale**

Rate each applicant on a scale from 1 (lowest) to 20 (highest)

Using the ratings noted, Evaluation Committee shall provide a numerical evaluation of the Qualifying elements. Tabulation of all entries will provide a ranking of all Applicants.

		COMPLIANCE				STATEMENT OF QUALIFICATIONS													
		TYPE OF BUSINESS	REQUIRED VALID LICENSE	YEARS IN BUSINESS	REQUIRED REFERENCES SUBMITTED	RELATED SUCCESSFUL EXPERIENCE	PERSONNEL AND FUNCTIONS	FINANCIAL CAPABILITIES AND COST CONTROL MEASURES	WORKLOAD	ABILITY TO PERFORM	TOTAL INITIAL SCREENING	REFERENCES	OVERALL APPROACH/ METHODOLOGY	PROJECT TEAM	COST CONTROL	PROJECT SCHEDULING	TOTAL ORAL PRESENTATION		
APPLICANTS	Assigned Weight					35%	30%	15%	10%	10%	100%	10%	30%	20%	20%	20%	100%		
	Rating																0.000	Rating	
	Weighted Score					0.000	0.000	0.000	0.000	0.00	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	Weighted Score
	Rating																0.000	Rating	
	Weighted Score					0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	Weighted Score
	Rating																0.000	Rating	
	Weighted Score					0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	Weighted Score
	Rating																0.000	Rating	
	Weighted Score					0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	Weighted Score

**Exhibit B**

City's Form of Continuing Contract for  
Professional Architectural and Engineering Services

**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

**BETWEEN**

**THE CITY OF SEMINOLE, FLORIDA**

**and**

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CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

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## **TABLE OF SCHEDULES**

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**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021 (which date shall serve as the Effective Date notwithstanding the actual date(s) of execution by the Parties), by and between the City of Seminole, a Florida municipal corporation, (hereinafter referred to as the “OWNER”), and \_\_\_\_\_, a \_\_\_\_\_ authorized to conduct business in the State of Florida, whose business address is \_\_\_\_\_ (hereinafter referred to as the “DESIGN PROFESSIONAL”).

**EXORDIAL CLAUSES:**

**WHEREAS**, it is in the best interests of OWNER to be able to obtain professional architectural and engineering services expeditiously when a need arises in connection with a study or a partial or complete City of Seminole construction, repair, or renovation projects; and

**WHEREAS**, Florida Statutes § 287.055 (the Consultant’s Competitive Negotiation Act or CCNA), permits an agency to enter into a “continuing contract” with a firm to provide professional services including architectural and engineering services; and

**WHEREAS**, OWNER has solicited for such services and has selected DESIGN PROFESSIONAL in accordance with the provisions of CCNA, which will provide professional architectural and engineering services as directed by OWNER for such projects and tasks as may be required by OWNER from time to time during the term of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

**ARTICLE 1. - DESIGN PROFESSIONAL’S Responsibility**

1.1 From time to time upon the request or direction of OWNER as hereinafter provided, DESIGN PROFESSIONAL shall provide to OWNER professional [**SELECT architectural, engineering, landscape architectural or registered surveying and mapping**] services (hereinafter the “Services”) in accordance with the Florida Statutes as herein set forth. All Services to be provided by DESIGN PROFESSIONAL pursuant to this Agreement shall be in conformance with the scope of services, which shall be described in a Work Authorization issued pursuant to the procedures described herein. The form of the Work Authorization is set forth in attached **Schedule A**. Any deviation from the scope of services set forth in the Work Authorization must be brought to OWNER’S attention in writing by DESIGN PROFESSIONAL and all such deviations must be expressly approved by OWNER in writing.

1.1.1 All Services must be authorized in writing by OWNER in the form of a Work Authorization. DESIGN PROFESSIONAL shall not provide any Services to OWNER unless and to the extent they are required in a written Work Authorization. Any Services provided by DESIGN PROFESSIONAL without a written Work Authorization shall be at DESIGN PROFESSIONAL’S own risk and OWNER shall have no liability for such Services.

- 1.1.2 As OWNER identifies certain Services it wishes DESIGN PROFESSIONAL to provide pursuant to the terms of this Agreement, OWNER shall request a proposal from DESIGN PROFESSIONAL for such Services, said proposal to be in compliance with the terms of this Agreement, and which shall confirm DESIGN PROFESSIONAL'S availability to perform the work and the proposed scope of work to be performed based on the OWNER'S request. If the OWNER does not object or seek modification to the proposal, a Work Authorization shall be prepared which incorporates the terms of the proposal and DESIGN PROFESSIONAL will then be obligated to perform the work and provide the Services as set forth in the Work Authorization, and in conformance with the terms of this Agreement.
  - 1.1.3 Upon execution of a Work Authorization as aforesaid, DESIGN PROFESSIONAL agrees to promptly provide the Services required thereby, in accordance with the terms of this Agreement and the subject Work Authorization.
  - 1.1.4 It is mutually understood and agreed that the nature, amount and frequency of the Services shall be determined solely by OWNER and that OWNER does not represent or guarantee unto DESIGN PROFESSIONAL that any specific amount of Services will be requested or required of DESIGN PROFESSIONAL pursuant to this Agreement.
  - 1.1.5 DESIGN PROFESSIONAL shall have no authority to act as the agent of OWNER under this Agreement or to obligate OWNER in any manner or way absent express written approval from the OWNER to do so.
  - 1.1.6 All duly-executed Work Authorizations are hereby incorporated into and made a part of this Agreement by reference.
- 1.2 DESIGN PROFESSIONAL agrees to obtain and maintain throughout the term of this Agreement all such licenses as are required to do business in the State of Florida and in Pinellas County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional Services to be provided and performed by DESIGN PROFESSIONAL pursuant to this Agreement.
  - 1.3 DESIGN PROFESSIONAL agrees that, when the Services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such Services, it shall employ, retain and assign only qualified personnel to provide such Services.
  - 1.4 DESIGN PROFESSIONAL hereby designates \_\_\_\_\_ as its Principal in Charge (hereinafter referred to as the "Principal in Charge"), with full authority to bind and obligate DESIGN PROFESSIONAL on all matters arising out of or relating to this Agreement. For each Work Authorization DESIGN PROFESSIONAL will designate in writing an individual to serve as DESIGN PROFESSIONAL'S representative (hereinafter referred to as the "Representative"). The Representative is

authorized and responsible to act on behalf of DESIGN PROFESSIONAL with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under the Work Authorization. By execution of this Agreement, DESIGN PROFESSIONAL acknowledges that the Representative has full authority to bind and obligate DESIGN PROFESSIONAL on all matters arising out of or relating to the Work Authorization. DESIGN PROFESSIONAL agrees that the Principal in Charge and the Representatives shall devote whatever time is required to satisfactorily manage the Services to be provided and performed by DESIGN PROFESSIONAL under the Work Authorization. Further, DESIGN PROFESSIONAL agrees that the Principal in Charge and the Representatives shall not be removed by DESIGN PROFESSIONAL without OWNER'S prior approval, and if so removed must be immediately replaced with a person acceptable to OWNER, which approval and acceptance shall not be unreasonably withheld by OWNER.

- 1.5 DESIGN PROFESSIONAL agrees that its senior staff, subconsultants and subcontractors who will perform any Services under this Agreement are subject to OWNER'S reasonable approval. Attached hereto as **Schedule B** is a listing of DESIGN PROFESSIONAL'S senior staff, subconsultants and subcontractors who have been assigned to provide the services required under this Agreement. None of the senior staff, subconsultants and subcontractors identified in **Schedule B** shall be removed by DESIGN PROFESSIONAL without OWNER'S prior approval (such approval not to be unreasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonably acceptable to OWNER. DESIGN PROFESSIONAL further agrees, within fourteen (14) calendar days of receipt of a written request from OWNER, to promptly remove and replace the Representative, or any other personnel employed or retained by DESIGN PROFESSIONAL, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by DESIGN PROFESSIONAL to provide and perform any of the Services pursuant to the requirements of this Agreement, whom OWNER shall request in writing to be removed, which request may be made by OWNER with or without cause. If DESIGN PROFESSIONAL is required to remove and replace a subconsultant or subcontractor without cause, an equitable adjustment shall be made to the compensation provided for in any Work Authorization to which such subcontractor or subconsultant may have been assigned.
- 1.6 DESIGN PROFESSIONAL represents to OWNER that it has expertise in the type of professional services that will be required under this Agreement. Drawings shall be prepared in electronic AutoCAD format and the Project Manual shall be prepared as an electronic Word document per OWNER'S standards. By execution of this Agreement and each subsequent Work Authorization issued hereafter, if any, DESIGN PROFESSIONAL acknowledges it has received the most recent version of the OWNER'S standards as of the date of this Agreement or such subsequent Work Authorization and will follow, observe and design in accordance with the standards, requirements and conventions set forth therein. The DESIGN PROFESSIONAL agrees that all Services to be provided by DESIGN PROFESSIONAL pursuant to this Agreement shall be subject to OWNER'S reasonable review and approval and shall be in accordance with all applicable laws, statutes, ordinances, codes, rules, regulations (including utility regulations), local and state fire marshal requirements and the Florida Building Code, as well as the requirements of any governmental agencies which regulate or have jurisdiction over the Services to be

provided and performed by DESIGN PROFESSIONAL hereunder. In the event of any conflicts in these requirements, DESIGN PROFESSIONAL shall promptly notify OWNER of such conflict in writing and utilize its best professional judgment to resolve the conflict. OWNER'S approval of any design documents in no way relieves DESIGN PROFESSIONAL of its obligation to deliver complete and accurate documents necessary for successful completion of the subject project pursuant to the Work Authorization.

- 1.7 DESIGN PROFESSIONAL agrees not to divulge, furnish or make available to any third person, firm or organization, without OWNER'S prior written consent, or unless incident to the proper performance of DESIGN PROFESSIONAL'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Services to be rendered by DESIGN PROFESSIONAL hereunder, and DESIGN PROFESSIONAL shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. This prohibition includes, but is not limited to, those exemptions is the Florida Public Records Act associated with public facilities and security systems.
- 1.8 DESIGN PROFESSIONAL acknowledges that OWNER may contract with a construction manager or contractor who, if retained, shall be responsible for any construction identified in the Work Authorization (hereinafter referred to as "CONSTRUCTION CONTRACTOR"). If CONSTRUCTION CONTRACTOR is retained, DESIGN PROFESSIONAL agrees to cooperate with CONSTRUCTION CONTRACTOR with respect to CONSTRUCTION CONTRACTOR'S delivery of its work and services to OWNER. Also, in such event, DESIGN PROFESSIONAL agrees to incorporate, whenever reasonably practicable and consistent with good design, and after OWNER'S written approval, all suggestions or recommendations timely made by CONSTRUCTION CONTRACTOR with respect to any design set forth in the Work Authorization.
- 1.9 DESIGN PROFESSIONAL agrees, for both itself and all of its subconsultants and subcontractors, to comply with all of OWNER'S rules and regulations with respect to safety and security at the OWNER'S facilities, including OWNER'S drug program, as said rules and regulations may be modified and amended by OWNER from time to time.
  - 1.9.1 DESIGN PROFESSIONAL expressly acknowledges and agrees that it is responsible for complying with all rules and regulations of the Jessica Lunsford Act. Further, DESIGN PROFESSIONAL shall comply with any rules or regulations implemented by OWNER in order to comply with the Jessica Lunsford Act.
  - 1.9.2 DESIGN PROFESSIONAL certifies that no person or subconsultant will be assigned to work on any work pursuant to this contract that pose any threat or risk of harm to the health, safety or welfare of any student, employee, guest, vendor or property of OWNER. Further, DESIGN PROFESSIONAL agrees to hold harmless OWNER and its officials and employees from any and all claims, suits, damages, costs, or attorney fees incurred as a result of any harm done to any student, employee, guest, vendor or property of OWNER by DESIGN PROFESSIONAL'S employees or subconsultants assigned to do work pursuant to this contract.

- 1.10 OWNER may have one or more representatives visit the site of the Project from time to time, or on a full-time basis, and DESIGN PROFESSIONAL shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative shall relieve DESIGN PROFESSIONAL from any of its duties or obligations hereunder.
- 1.11 DESIGN PROFESSIONAL shall be responsible for obtaining and reviewing all geological reports obtained by OWNER with respect to the Project. DESIGN PROFESSIONAL'S design documents shall be consistent and coordinated with the information set forth in all such geological reports. In the event DESIGN PROFESSIONAL has any questions or concerns about the contents of any such reports, DESIGN PROFESSIONAL shall notify OWNER in writing within 3 days of DESIGN PROFESSIONAL'S receipt of any such geological reports. DESIGN PROFESSIONAL and OWNER will attempt to mutually resolve any such questions or concerns.

## ARTICLE 2. - OWNER'S RESPONSIBILITIES

- 2.1 For each Work Authorization, OWNER shall designate in writing a project coordinator to act as OWNER'S representative with respect to the Services to be rendered under the Work Authorization (hereinafter referred to as the "Project Manager"). The Project Manager shall have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to DESIGN PROFESSIONAL'S Services under the Work Authorization. However, except as may be otherwise expressly authorized in writing by the OWNER, neither the Project Manager nor any other party is authorized to issue any verbal or written orders or instructions to DESIGN PROFESSIONAL that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of Services to be provided and performed by DESIGN PROFESSIONAL as set forth in the Work Authorization; (2) the time DESIGN PROFESSIONAL is obligated to complete all such Services as set forth in the Work Authorization or in the Schedule submitted and approved pursuant to this Agreement; or (3) the amount of compensation OWNER is obligated or committed to pay DESIGN PROFESSIONAL as set forth in the Work Authorization. Any additional services must be approved in writing in the form of a written and executed amendment to this Agreement or applicable Work Authorization prior to starting such services. OWNER will not be responsible for the costs of Additional Services commenced without its express prior written approval. Failure to obtain prior written approval for Additional Services waives DESIGN PROFESSIONAL'S claim that it performed Additional Services and instead such services will be deemed to be part of the Basic Services required of DESIGN PROFESSIONAL hereunder.
- 2.2 OWNER shall provide, if available, all criteria and information requested by DESIGN PROFESSIONAL as to OWNER'S requirements for the Services specified in the Work Authorization, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations, which may impact the scope of Services.
- 2.3 Upon request from DESIGN PROFESSIONAL, OWNER will assist DESIGN PROFESSIONAL by making available to DESIGN PROFESSIONAL all reasonably available information in OWNER'S possession pertinent to the Services specified in the

Work Authorization, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction set forth in the Work Authorization.

- 2.4 OWNER shall arrange for access to and make all provisions for DESIGN PROFESSIONAL to enter the site set forth in the Work Authorization (if any) to perform the Services to be provided by DESIGN PROFESSIONAL under this Agreement. DESIGN PROFESSIONAL acknowledges that such access may be provided during times that are not the normal business hours of DESIGN PROFESSIONAL.
- 2.5 OWNER shall provide written notice to DESIGN PROFESSIONAL of any deficiencies or defects discovered by OWNER with respect to the Services to be rendered by DESIGN PROFESSIONAL hereunder.
- 2.6 Wherever the terms of this Agreement refer to some action, consent, or approval (excluding approvals of Additional Services or changes to this Agreement) to be provided by OWNER or some notice, report or document is to be provided to OWNER, such reference to "OWNER" shall mean OWNER, OWNER'S staff, or OWNER'S designee, unless otherwise stated.

### ARTICLE 3. - TIME

- 3.1 Prior to or within ten (10) days of receiving a written Work Authorization by OWNER to perform Services hereunder for a particular project ("Project"), DESIGN PROFESSIONAL agrees to submit to and establish with OWNER a computer-generated bar graph time schedule ("Schedule") for the performance of such Services, same to be based on the scope of Services to be provided with respect to the Project. Said Schedule shall be of a form and content satisfactory to OWNER. Services to be rendered by DESIGN PROFESSIONAL shall be commenced, performed and completed in accordance with the Work Authorization and the Schedule. Time is of the essence with respect to the performance of this Agreement.
- 3.2 Should DESIGN PROFESSIONAL be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of DESIGN PROFESSIONAL, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of OWNER, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then DESIGN PROFESSIONAL shall notify OWNER in writing within three (3) business days (unless OWNER expressly agrees in writing to a longer period of time) after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which DESIGN PROFESSIONAL may have had to request a time extension.
  - 3.2.1 The term "business day" shall mean all days of the week excluding Saturdays and Sundays and all legal holidays observed by OWNER.
- 3.3 Unless otherwise expressly provided for in the Work Authorization, no interruption, interference, inefficiency, suspension or delay in the commencement or progress of DESIGN PROFESSIONAL'S Services from any cause whatsoever, including those for which OWNER may be responsible in whole or in part, shall relieve DESIGN

PROFESSIONAL of its duty to perform or give rise to any right to damages or additional compensation from OWNER. DESIGN PROFESSIONAL expressly acknowledges and agrees that it shall receive no damages for delay. DESIGN PROFESSIONAL'S sole remedy, if any, against OWNER will be the right to seek an extension of time to its Schedule; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault and neglect of DESIGN PROFESSIONAL, the services to be provided hereunder have been delayed for a total of six months, DESIGN PROFESSIONAL'S compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by DESIGN PROFESSIONAL, if any, as a result of such delays.

- 3.4 Should DESIGN PROFESSIONAL fail to commence, provide, perform or complete any of the Services to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to OWNER hereunder, OWNER at its sole discretion and option may withhold any and all payments due and owing to DESIGN PROFESSIONAL until such time as DESIGN PROFESSIONAL resumes performance of its obligations hereunder in such a manner so as to establish to OWNER'S satisfaction that DESIGN PROFESSIONAL'S performance is or will shortly be back on schedule.
- 3.5 The initial term of this Agreement shall be for five (5) years starting from the Effective Date. Notwithstanding anything herein to the contrary, this Agreement will be renewed automatically for additional one (1) year terms for up to an additional two (2) terms.

#### ARTICLE 4. - COMPENSATION

- 4.1 Compensation and the manner of payment of such compensation by OWNER for Services rendered hereunder by DESIGN PROFESSIONAL shall be as prescribed in each written Work Authorization. DESIGN PROFESSIONAL agrees to furnish to OWNER, after the end of each calendar month, or as specified in the Work Authorization, a comprehensive and itemized statement of charges for the Services performed and rendered by DESIGN PROFESSIONAL during that time period, and for any OWNER authorized reimbursable expenses as herein below defined, incurred and/or paid by DESIGN PROFESSIONAL during that time period. The monthly statement shall be in such form and supported by such documentation as may be required by OWNER. All such statements shall indicate the Agreement Number, Work Authorization Number, Purchase Order Number and Project Site description (including facility name).
- 4.2 The compensation (whether based upon lump sum, hourly, hourly with a cap or some other agreed to format) contained in each separate Work Authorization shall be based on the hourly rates as set forth and identified in **Schedule C**, which is attached hereto, for the time reasonably expended by DESIGN PROFESSIONAL'S personnel in performing the Services. The Rate Schedule shall be updated by mutual agreement on a yearly basis, in conjunction with the annual renewal of this Agreement provided for in paragraph 3.5 above.
- 4.3 OWNER agrees to reimburse DESIGN PROFESSIONAL for all necessary and

reasonable reimbursable expenses incurred or paid by DESIGN PROFESSIONAL in connection with DESIGN PROFESSIONAL'S performance of the Services, at its direct cost with no markup, to the extent such reimbursement is permitted in the Work Authorization. For the purposes hereof, the term "reimbursable expenses" shall be deemed to include the following:

- 4.3.1 All necessary fees paid by DESIGN PROFESSIONAL to governmental authorities, having jurisdiction over any Project specified in a Work Authorization, for securing required approval of the Project or any part of it.
  - 4.3.2 Travel expenses incurred or paid by DESIGN PROFESSIONAL for necessary travel by any principal or employee of DESIGN PROFESSIONAL outside of Pinellas County, Florida, in connection with the performance of the Services. Such travel expenses are to be limited to the amounts established by Florida law for travel by employees of OWNER.
  - 4.3.3 The direct cost to DESIGN PROFESSIONAL for copying/reproduction of plans and other documents required in connection with any Project specified in the Work Authorization.
  - 4.3.4 DESIGN PROFESSIONAL shall obtain the prior written approval of OWNER before incurring any of the aforesaid reimbursable expenses, and absent such prior approval, no expenses incurred by DESIGN PROFESSIONAL will be deemed to be a reimbursable expense.
- 4.4 DESIGN PROFESSIONAL shall bear and pay all overhead and other expenses, except for the reimbursable expenses specified and defined above, incurred by DESIGN PROFESSIONAL in the performance of the Services.
- 4.5 Prior to authorizing DESIGN PROFESSIONAL to provide any Services or to incur any reimbursable expenses under a Work Authorization pursuant to this Agreement, OWNER shall request that DESIGN PROFESSIONAL in writing advise OWNER of (i) the estimated time of DESIGN PROFESSIONAL'S personnel and the estimated fees thereof for the proposed work to be specified in the Work Authorization; and (ii) the estimated charge to OWNER for the reimbursable expenses applicable to the contemplated Services to be performed by DESIGN PROFESSIONAL under the proposed Work Authorization. DESIGN PROFESSIONAL shall promptly supply such estimate to OWNER based on DESIGN PROFESSIONAL'S good faith analysis.
- 4.6 DESIGN PROFESSIONAL agrees that, with respect to any subconsultant or subcontractor to be utilized by DESIGN PROFESSIONAL on any particular Work Authorization, DESIGN PROFESSIONAL shall be limited to a maximum markup of      % on the fees and expenses associated with such subconsultants and subcontractors.

**ARTICLE 5. - OWNERSHIP AND LICENSE OF DOCUMENTS AND INTELLECTUAL PROPERTY**



- 5.1 All records, documents, drawings, notes, tracings, plans, computer aided design (CAD) files, specifications, maps, models, presentations, evaluations, reports and other technical data, and schematics prepared or developed by or for DESIGN PROFESSIONAL, or otherwise provided to OWNER, pursuant to this Agreement shall be Project Documents. To the extent they have any such rights, DESIGN PROFESSIONAL and its consultants shall retain all common law, statutory and other reserved rights, including copyrights, in the Project Documents.
- 5.2 DESIGN PROFESSIONAL shall grant, and hereby does grant, OWNER an unlimited, non-exclusive, worldwide, irrevocable, perpetual, fully-paid-up, license to reproduce, create derivatives of, distribute, perform, publish and otherwise use all Project Documents in which the DESIGN PROFESSIONAL has or may have any rights (i) as reasonably necessary for archival, safety, and disaster recovery purposes, (ii) for submission or distribution, as OWNER reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project, (iii) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying, and otherwise using the Project, and (iv) for the planning, design, construction, completion, reconstruction, repair, renovation, alteration, use, occupancy, and maintenance of other structures and projects.
- 5.3 DESIGN PROFESSIONAL shall obtain from each of DESIGN PROFESSIONAL'S consultants, subconsultants, contractors, subcontractors, and representatives (jointly DESIGN PROFESSIONAL'S Consultants) either an assignment from the Consultant to OWNER of all common law, statutory and other reserved rights, including copyrights and performance rights, in and to all Project Documents in which the Consultant has or may have such rights, or an unlimited, worldwide, perpetual, irrevocable, fully-paid-up license running from DESIGN PROFESSIONAL'S Consultant to OWNER, granting OWNER the right to reproduce, create derivatives of, distribute, and use all Project Documents in which the DESIGN PROFESSIONAL'S Consultant has or may have any rights (i) as reasonably necessary for archival, safety, and disaster recovery purposes, (ii) for submission or distribution, as OWNER reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project, (iii) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying and otherwise using the Project, and (iv) for the planning, design, construction, completion, reconstruction, repair, renovation, alteration, use, occupancy, and maintenance of other structures and projects.
- 5.4 DESIGN PROFESSIONAL shall grant, and hereby does grant, OWNER, an unlimited, worldwide, non-exclusive, irrevocable, perpetual, fully-paid-up license (i) to design, commission, and create architectural works that are derivatives of or substantially similar to this Project or any architectural work portrayed in any version of any Project Document, and (ii) to use, reproduce, make derivatives of, publish, perform, distribute copies of, and otherwise use any architectural or other works created, authored, or provided by DESIGN PROFESSIONAL or DESIGN PROFESSIONAL'S Consultants pursuant to this Agreement, for marketing, promotional, advertising, ordinary business, and educational purposes, in any medium.
- 5.5 All licenses granted herein or pursuant to this Agreement are worldwide, perpetual and irrevocable and shall continue even in the event this Agreement is terminated for any

reason. In the event of any such termination, DESIGN PROFESSIONAL hereby consents to any use of any and all Project Documents by any replacement architects, contractors, engineers or other professionals retained by OWNER; provided, however, DESIGN PROFESSIONAL shall not be liable for any of the design work performed by such replacement architects, engineers or other professionals and OWNER agrees to indemnify and hold DESIGN PROFESSIONAL harmless from any such liability.

- 5.6 DESIGN PROFESSIONAL, upon reasonable request by OWNER, even if such request is made after termination or expiration of this Agreement for any reason, shall take all steps reasonably required by OWNER to memorialize, perfect, substantiate, record, or evidence all licenses, assignments, and rights OWNER has, is due, or may have under or pursuant to this Agreement, and shall do so at no additional charge to OWNER.
- 5.7 DESIGN PROFESSIONAL shall, upon reasonable request by OWNER, even if such request is made after termination or expiration of this Agreement for any reason, or upon completion of the Project should no such request be made by the OWNER, provide to OWNER (i) reproducible copies of all Project Documents, (ii) written copies of all licenses and assignments obtained by DESIGN PROFESSIONAL from DESIGN PROFESSIONAL'S Consultants pursuant to section 6.3, and (iii) a written license from DESIGN PROFESSIONAL to OWNER pursuant to section 6.2. Wherever practical, all such copies of the Project Documents shall be provided in both editable electronic form and in hard paper form. DESIGN PROFESSIONAL shall not be responsible for inadvertent errors caused by the electronic transmission of Project Documents, unless it knew or reasonably should have known of such errors and failed to promptly notify OWNER in writing. In the event of any discrepancies between any such electronic copies and hard paper copies issued by DESIGN PROFESSIONAL, the hard paper copy shall control.
- 5.8 OWNER shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein or pursuant to this Agreement to another party without the prior written agreement of the DESIGN PROFESSIONAL; provided, however, that OWNER may assign, encumber, or sublicense any license granted herein or pursuant to this Agreement to a lender, a tenant of the Project, or a subsequent owner of any portion the Project without DESIGN PROFESSIONAL'S prior consent. Further, OWNER shall be permitted to authorize contractors, engineers, subcontractors, sub-subcontractors, material or equipment suppliers, consultants, agents and architects to reproduce applicable portions of the Project Documents as appropriate to and for use in connection with the completion of the Project or OWNER'S exercise of any right or license granted herein or pursuant to this Agreement.
- 5.9 DESIGN PROFESSIONAL hereby represents and warrants that all Project Documents, architectural works, or other works developed, authored, or provided to the OWNER pursuant to this Agreement shall be original in the DESIGN PROFESSIONAL or the DESIGN PROFESSIONAL'S Consultants, in the public domain, or developed, authored or provided pursuant to a valid, enforceable and appropriate license or assignment and shall not infringe any copyright, performance right, trademark, patent or other intellectual property right of any third party. Furthermore, to the fullest extent permitted by law, DESIGN PROFESSIONAL shall indemnify, protect and hold harmless OWNER, its officers, directors, contractors and employees of any of them (collectively "Indemnitees")

from and against all costs, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any claim by any third party asserting that any Project Document, architectural work, or other work developed or authored by DESIGN PROFESSIONAL or DESIGN PROFESSIONAL'S consultants, or provided to the OWNER by DESIGN PROFESSIONAL, pursuant to this Agreement infringes any intellectual property right, including without limitation copyright, of any person. This indemnification shall be deemed part of the Project specifications and to fully comply with Section 725.06, Florida Statutes, including any amendments thereto, in all respects. If any word, clause or provision of this section 5.9 is determined not to be in compliance with Section 725.06, Florida Statutes, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that this indemnification obligation comply fully with Section 725.06, Florida Statutes, including any amendments, in all respects. Furthermore, this indemnification is in addition to and not in lieu of any common law indemnification to which any of the Indemnitees are entitled.

#### ARTICLE 6. - MAINTENANCE OF RECORDS

- 6.1 DESIGN PROFESSIONAL shall keep adequate records and supporting documentation which concern or reflect its Services hereunder. The records and documentation shall be retained by DESIGN PROFESSIONAL for a minimum of three (3) years from the date of termination of this Agreement or the date the Work Authorization is completed, or such longer period of time as may be required by this Agreement or law, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours.
- 6.2 The records specified above in paragraph 6.1 include accurate time records, which DESIGN PROFESSIONAL agrees to keep and maintain, from day to day, showing the time expended by each principal and employee of DESIGN PROFESSIONAL in performing the Services and therein specifying the services performed by each, with all such time records to be kept within one-half of an hour. At the request of OWNER, or as specified in the Work Authorization, DESIGN PROFESSIONAL shall furnish to OWNER any of the aforesaid time records, as well as invoices or proofs showing DESIGN PROFESSIONAL'S incurrence and/or payment of any reimbursable expenses.

#### ARTICLE 7. – INDEMNIFICATION

- 7.1 Indemnification, Preservation of Immunity. Each party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional, reckless or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party

(“Indemnitor”) prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party’s interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor’s expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Pursuant to Florida Statutes § 725.06(1), the indemnification provided for above shall be limited to the insurance limits set forth in Article 8 of this Agreement. Nothing herein shall be interpreted as a waiver by the OWNER of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the OWNER expressly reserves these rights to the full extent allowed by law.

#### ARTICLE 8. - INSURANCE

- 8.1 During the term of this Agreement DESIGN PROFESSIONAL shall provide, pay for, and maintain, with companies satisfactory to OWNER, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Simultaneously with the execution and delivery of this Agreement by DESIGN PROFESSIONAL, DESIGN PROFESSIONAL has delivered to OWNER properly executed Certificates of Insurance, using the modified ACCORD form which is attached hereto as **Schedule D**, evidencing the fact that DESIGN PROFESSIONAL has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to OWNER, on a timely basis, if requested by OWNER. These Certificates and policies shall contain provisions that thirty (30) days written notice by registered or certified mail shall be given OWNER of any cancellation, intent not to renew, or reduction in the policies’ coverages, except in the application of the Aggregate Limits Provisions. DESIGN PROFESSIONAL shall also notify OWNER, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by DESIGN PROFESSIONAL from its insurer, and nothing contained herein shall relieve DESIGN PROFESSIONAL of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, DESIGN PROFESSIONAL shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. All insurance coverages of DESIGN PROFESSIONAL shall be primary to any insurance or self-insurance program carried by OWNER applicable to this Agreement.
- 8.2 All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:
- 8.2.1 The term “City of Seminole” shall include the all Divisions, Departments and offices thereof and individual members and employees thereof in their

official capacity, and/or while acting on behalf of the OWNER.

- 8.2.2 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by DESIGN PROFESSIONAL to meet the requirements of this Agreement shall name OWNER as that name is defined in subparagraph 8.2.1, above, as an additional insured as to the operations of DESIGN PROFESSIONAL under this Agreement and shall contain a severability of interests provisions.
  - 8.2.3 Companies issuing the insurance policy or policies shall have no recourse against OWNER for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of DESIGN PROFESSIONAL.
  - 8.2.4 All insurance coverages of DESIGN PROFESSIONAL shall be primary to any insurance or self-insurance program carried by OWNER applicable to this Agreement, and the "Other Insurance" provisions of any policies obtained by DESIGN PROFESSIONAL shall not apply to any insurance or self-insurance program carried by OWNER applicable to this Agreement.
  - 8.2.5 The Certificates of Insurance, which are to be provided pursuant to paragraph 8.1 above, must identify the specific project name, as well as the site location and address.
  - 8.2.6 All insurance policies shall be fully performable in Pinellas County, Florida, and shall be construed in accordance with the laws of the State of Florida.
  - 8.2.7 All insurance policies to be provided by DESIGN PROFESSIONAL pursuant to the terms hereof must expressly state that the insurance company will accept service of process in Pinellas County, Florida and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Pinellas County.
- 8.3 The acceptance by OWNER of any Certificate of Insurance pursuant to the terms of this Agreement evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by OWNER that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.
- 8.4 Before starting and until completion of all Services required hereunder, DESIGN PROFESSIONAL shall procure and maintain insurance of the types and to the limits specified in **Schedule E**, "Insurance Coverage", which is attached hereto and made a part hereof. DESIGN PROFESSIONAL shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's Services, insurance of the types and to the limits specified in **Schedule E**, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by OWNER.

- 8.5 If any insurance provided pursuant to this Agreement expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by OWNER, certified, true copies of the renewal policies, shall be furnished to OWNER thirty (30) days prior to the date of expiration.
- 8.6 Should at any time DESIGN PROFESSIONAL not maintain the insurance coverages required in this Agreement, OWNER may cancel the Agreement and any Work Authorizations issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge DESIGN PROFESSIONAL for such coverages purchased. If DESIGN PROFESSIONAL fails to reimburse OWNER for such costs within thirty (30) days after demand, OWNER has the right to offset these costs from any amount due DESIGN PROFESSIONAL under this Agreement. OWNER shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of OWNER to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.
- 8.7 DESIGN PROFESSIONAL, its subconsultants and OWNER shall waive all rights against each other for damages covered by insurance to the extent insurance proceeds are paid and received by OWNER, except such rights as they may have to the proceeds of such insurance held by any of them.
- 8.8 All insurance companies from whom DESIGN PROFESSIONAL obtains the insurance policies required hereunder must meet the following minimum requirements:
- 8.8.1 The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.
  - 8.8.2 The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of this Agreement.
  - 8.8.3 The insurance company must have an A. M. Best policyholder rating of either "A+", "A", or "A-".
  - 8.8.4 The insurance company must have a current A. M. Best financial rating of "Class VI" or higher.

#### ARTICLE 9. - SERVICES BY DESIGN PROFESSIONAL'S OWN STAFF

- 9.1 The Services to be performed hereunder shall be performed by the staff, subconsultants and subcontractors identified in **Schedule B**, unless otherwise authorized in writing by OWNER. The employment of, contract with, or use of the services of any other person or firm by DESIGN PROFESSIONAL, as independent consultant or otherwise, shall be subject to the prior written approval of OWNER. No provision of this Agreement shall, however, be construed as constituting an agreement between OWNER and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against OWNER beyond such as may otherwise

exist without regard to this Agreement.

#### ARTICLE 10. - WAIVER OF CLAIMS

- 10.1 DESIGN PROFESSIONAL'S acceptance of final payment for Services provided under any Work Authorization shall constitute a full waiver of any and all claims, by it against OWNER arising out of the Work Authorization or otherwise related to those Services, except those previously made in writing and identified by DESIGN PROFESSIONAL as unsettled at the time of the final payment. Neither the acceptance of DESIGN PROFESSIONAL'S Services nor payment by OWNER shall be deemed to be a waiver of any of OWNER'S rights against DESIGN PROFESSIONAL.

#### ARTICLE 11. - TERMINATION OR SUSPENSION

- 11.1 This Agreement is a "continuing contract" as that term is defined in section 287.055, Florida Statutes, for the services of DESIGN PROFESSIONAL. It is agreed that either party hereto shall at any and all times have the right and option to terminate this Agreement by giving to the other party not less than sixty (60) days' prior written notice of such termination. Upon this Agreement being so terminated by either party hereto, neither party hereto shall have any further rights or obligations under this Agreement subsequent to the date of termination, except that Services specified to be performed under a previously issued Work Authorization, shall proceed to completion under the terms of this Agreement.
- 11.2 DESIGN PROFESSIONAL shall be considered in material default of this Agreement and such default will be considered cause for OWNER to terminate this Agreement and any Work Authorizations in effect, in whole or in part, as further set forth herein, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Work Authorization(s), or (b) failure to properly and timely perform the Services to be provided hereunder or as directed by OWNER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by DESIGN PROFESSIONAL or by any of DESIGN PROFESSIONAL'S principals, partners, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) otherwise materially breaches this Agreement. OWNER may so terminate this Agreement, in whole or in part, by giving DESIGN PROFESSIONAL five (5) business days written notice.
- 11.3 If, after notice of termination of this Agreement as provided for in paragraph 11.2 above, it is determined for any reason that DESIGN PROFESSIONAL was not in default, or that its default was excusable, or that OWNER otherwise was not entitled to the remedy against DESIGN PROFESSIONAL provided for in paragraph 11.2, then the notice of termination given pursuant to paragraph 11.2 shall be deemed to be the notice of termination provided for in paragraph 11.4 below and DESIGN PROFESSIONAL'S remedies against OWNER shall be the same as and limited to those afforded DESIGN PROFESSIONAL under paragraph 11.4 below.
- 11.4 Notwithstanding anything herein to the contrary (including the provisions of paragraph 11.1 above), OWNER shall have the right to terminate this Agreement and any Work Authorization(s) in effect, in whole or in part, without cause upon five (5) business days written notice to DESIGN PROFESSIONAL. In the event of such termination for

convenience, DESIGN PROFESSIONAL'S recovery against OWNER shall be limited to that portion of DESIGN PROFESSIONAL'S compensation earned through the date of termination, for any Work Authorizations so cancelled, together with any retainage withheld and any costs reasonably incurred by DESIGN PROFESSIONAL that are directly attributable to the termination, but DESIGN PROFESSIONAL shall not be entitled to any other or further recovery against OWNER, including, but not limited to, anticipated fees or profit on Services not required to be performed.

- 11.5 Upon termination, DESIGN PROFESSIONAL shall deliver to OWNER, as set forth in paragraph 5.1 herein, all papers, records, documents, Auto CADD files, drawings, calculations, models, and other materials in DESIGN PROFESSIONAL'S possession or control arising out of or relating to this Agreement.
- 11.6 OWNER shall have the authority to suspend all or any portions of the Services to be provided by DESIGN PROFESSIONAL hereunder upon giving DESIGN PROFESSIONAL two (2) business days prior written notice of such suspension. If all or any portion of the Services to be rendered hereunder are so suspended, DESIGN PROFESSIONAL'S sole and exclusive remedy shall be to seek an extension of time to its schedule subject to the procedures set forth in Article 3 herein.

#### ARTICLE 12. - SECURING AGREEMENT/PUBLIC ENTITY CRIMES

- 12.1 DESIGN PROFESSIONAL warrants that DESIGN PROFESSIONAL has not employed or retained any company or person, other than a bona fide employee working solely for DESIGN PROFESSIONAL, to solicit or secure this Agreement and that DESIGN PROFESSIONAL has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for DESIGN PROFESSIONAL, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. At the time this Agreement is executed, DESIGN PROFESSIONAL shall sign and deliver to OWNER the Truth-In-Negotiation Certificate attached hereto and made a part hereof as **Schedule F**. DESIGN PROFESSIONAL'S compensation shall be adjusted to exclude any sums by which OWNER determines the compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 12.2 By its execution of this Agreement, DESIGN PROFESSIONAL acknowledges that it has been informed by OWNER of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with the public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for



CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

ARTICLE 13. - CONFLICT OF INTEREST

13.1 DESIGN PROFESSIONAL represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder. DESIGN PROFESSIONAL further represents that no persons having any such interest shall be employed to perform those Services.

ARTICLE 14. - MODIFICATION

14.1 No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by an authorized representative of the party or parties intended to be bound by it.

ARTICLE 15. - NOTICES AND ADDRESS OF RECORD

15.1 All notices required or made pursuant to this Agreement to be given by DESIGN PROFESSIONAL to OWNER must be in writing and must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, to the addresses below. Notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday.

City of Seminole  
9199 – 113th Street North  
Seminole, Florida 33772  
Attention: \_\_\_\_\_

With a copy to:

[City to designate any other recipients]

Design Professional

[address]

[address]

15.2 Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE 16. - MISCELLANEOUS

16.1 DESIGN PROFESSIONAL, in representing OWNER, shall promote the best interest of

OWNER and assume towards OWNER a fiduciary relationship of the highest trust, confidence, and fair dealing.

- 16.2 No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.
- 16.3 This Agreement is not assignable, in whole or in part, by DESIGN PROFESSIONAL without the prior written consent of OWNER.
- 16.4 Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
- 16.5 Immigration Compliance; E-Verify. DESIGN PROFESSIONAL acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The DESIGN PROFESSIONAL'S employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The DESIGN PROFESSIONAL shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1<sup>st</sup> 2021, DESIGN PROFESSIONAL shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. DESIGN PROFESSIONAL'S contract with the OWNER cannot be renewed unless, at the time of renewal, DESIGN PROFESSIONAL certifies in writing to the OWNER that it has registered with and uses the E-Verify system. If DESIGN PROFESSIONAL enters into a contract with a subcontractor, the subcontractor must provide the DESIGN PROFESSIONAL with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and DESIGN PROFESSIONAL shall maintain a copy of such affidavit for the duration of the contract. If DESIGN PROFESSIONAL develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) DESIGN PROFESSIONAL shall terminate the contract with the subcontractor. If the OWNER develops a good faith belief that DESIGN PROFESSIONAL has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) OWNER shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.
- 16.6 Attorney Fees. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any

incurred on appeal, regardless of the resolution of the case or appeal(s).

- 16.7 No Third-Party Beneficiary. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit.
- 16.8 Public Records. The DESIGN PROFESSIONAL agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records under Florida law may include, but are not limited to: records related to the entry, management and implementation of this AGREEMENT; emails/correspondence between the OWNER and the DESIGN PROFESSIONAL related to this AGREEMENT; emails or correspondence from all other entities related to this AGREEMENT (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The DESIGN PROFESSIONAL agrees, to the extent required by law, to:
- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the AGREEMENT;
  - b. Provide the public with access to the public records under the same terms and conditions that the OWNER would provide the records and at a cost that does not exceed the cost provided for by law;
  - c. Ensure that the public records are exempt or confidential, and exempt from public disclosure requirements, are not disclosed, except as authorized by law; and
  - d. Meet all requirements for public records and transfer, at no cost, to the OWNER, all public records in possession of the DESIGN PROFESSIONAL, upon termination or completion of the AGREEMENT and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the DESIGN PROFESSIONAL agrees that all records stored electronically must be provided to the OWNER in a format that is compatible with the information technology systems of the OWNER. The DESIGN PROFESSIONAL shall promptly provide the OWNER with a copy of any request to inspect or copy public records that the DESIGN PROFESSIONAL receives and a copy of the DESIGN PROFESSIONAL'S response to each request. The DESIGN PROFESSIONAL understands and agrees that failure to provide access to the public records is a material breach of this AGREEMENT and grounds for termination.

**IF THE DESIGN PROFESSIONAL HAS QUESTIONS  
REGARDING THE APPLICATION OF CHAPTER 119,  
FLORIDA STATUTES, TO THE DESIGN  
PROFESSIONAL'S DUTY TO PROVIDE PUBLIC**

**RECORDS RELATING TO THIS AGREEMENT, CONTACT  
THE CITY CLERK AT THE CITY OF SEMINOLE,  
clerk@myseminole.com.**

**THE DESIGN PROFESSIONAL ACKNOWLEDGES THAT THE CITY OF SEMINOLE CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE DESIGN PROFESSIONAL WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE DESIGN PROFESSIONAL ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT DESIGN PROFESSIONAL HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT.**

- 16.9 The headings of the Articles, Sections, Schedules and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Sections, Schedules and Attachments.
- 16.10 This Agreement, including any Addenda and referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.
- 16.11 Documents Constituting Entire Agreement. The following documents are hereby incorporated into and made part of this Agreement:
1. Request for Qualifications documents for RFQ No. 21-0409 including addenda
  2. DESIGN PROFESSIONAL'S submission of qualifications in response to same.

In the event that any term of the RFQ, the DESIGN PROFESSIONAL'S submission of qualifications, an individual work order proposal or a Work Authorization is/are inconsistent with any term of this Agreement or with each other, then the following order of precedence shall apply:

- This Agreement shall prevail over any conflicting provisions in the RFQ, the responding submission, an individual work order proposal or a Work Authorization.
- An OWNER-issued Work Authorization shall prevail over any conflicting provisions in the RFQ, the responding submission, or an individual work order proposal.
- The RFQ shall prevail over any conflicting provisions in the DESIGN PROFESSIONAL'S submission of qualifications or an individual work order proposal.
- The DESIGN PROFESSIONAL'S submission of qualifications in response to the RFQ shall prevail over any conflicting provisions in an individual work order proposal submitted by the DESIGN PROFESSIONAL.

- 16.12 Unless the content of the Agreement otherwise clearly requires, references to the plural include the singular, the term “including” is not limiting and the terms “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement should not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
- 16.13 All representations and covenants of the parties shall survive the expiration of this Agreement.
- 16.14 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 16.15 The following Schedules are incorporated herein by reference:
- 16.15.1 Schedule A - Work Authorization Form.
  - 16.15.2 Schedule B - Staffing Schedule.
  - 16.15.3 Schedule C - Rate Schedule.
  - 16.15.4 Schedule D – Certificate of Insurance.
  - 16.15.5 Schedule E – Insurance Coverage.
  - 16.15.6 Schedule F – Truth in Negotiation Certificate.

#### ARTICLE 17. – APPLICABLE LAW

- 17.1 Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing Services funded by the United States government.
- 17.2 Any litigation between the parties hereto, whether arising out of any claim or arising out of this Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and OWNER and DESIGN PROFESSIONAL each hereby waives and renounces any and all rights and options which they, or either of them, have or might have to bring to maintain any such litigation or action in the Federal Court system of the United States. Venue of any such litigation between the parties hereto shall lie and be only in the appropriate State courts of the State of Florida’s Sixth Judicial Circuit in and for Pinellas County, Florida, and the parties consent and submit to the jurisdiction of any such court. This Agreement is entered into by the parties hereby in Pinellas County, Florida. **IN ADDITION, THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION INVOLVING THIS AGREEMENT.**

ARTICLE 18. – Equal Employment Opportunity/Nondiscrimination

- 18.1 In performing all Services to be provided hereunder, DESIGN PROFESSIONAL shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. DESIGN PROFESSIONAL shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, to the fullest extent required by law.

ARTICLE 19. – DISPUTE RESOLUTION

- 19.1 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of DESIGN PROFESSIONAL with full decision-making authority and by OWNER'S staff person who would make the presentation of any settlement reached during negotiations to OWNER'S governing board for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of DESIGN PROFESSIONAL with full decision-making authority and by OWNER'S staff person who would make the presentation of any settlement reached at mediation to OWNER for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under Florida Statutes section 44.102.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

[SIGNATURES ON NEXT PAGE]

**OWNER:**  
City of Seminole, a Florida municipal corporation

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

**DESIGN PROFESSIONAL:**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A**

**WORK AUTHORIZATION FORM**

This Work Authorization, dated \_\_\_\_\_, 20\_\_, is hereby issued pursuant to that certain Continuing Contract for Professional Services (“Agreement”), dated \_\_\_\_\_, 20\_\_, between the City of Seminole, Florida, (“Owner”) and \_\_\_\_\_ (“Design Professional”).

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth below, Owner and Design Professional agree as follows:

**ARTICLE 1  
SCOPE OF SERVICES**

Owner hereby authorizes Design Professional to provide the following Services for the following Project:

**ARTICLE 2  
SCHEDULE**

The Services under this Work Authorization shall commence by \_\_\_\_\_, and shall be completed by \_\_\_\_\_. A detailed Services schedule is attached.

**ARTICLE 3  
COMPENSATION**

The compensation for the Services under this Work Authorization shall be as follows:

**ARTICLE 4  
QUALIFICATIONS AND SPECIAL REQUIREMENTS**

The Services to be provided under this Work Authorization are subject to the following special requirements and qualifications:



**ARTICLE 5  
MISCELLANEOUS**

All terms and conditions of the Agreement shall remain in full force and effect.

CITY OF SEMINOLE

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE B**  
**STAFFING SCHEDULE**

**SCHEDULE C**  
**RATE SCHEDULE**

**SCHEDULE D**  
**INSURANCE CERTIFICATES**

**SCHEDULE E**

**INSURANCE COVERAGE**

The amounts and types of insurance shall conform to the minimum requirements listed below. If DESIGN PROFESSIONAL has any self-insured retentions or deductibles under any of the below listed minimum required coverages, DESIGN PROFESSIONAL must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be DESIGN PROFESSIONAL’S sole responsibility.

I Worker’s Compensation and Employers Liability Insurance shall be maintained by DESIGN PROFESSIONAL during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Workers’ Compensation – Florida Statutory Requirements

Employers Liability -	\$500,000.00	Limit Each Accident
	\$500,000.00	Limit Disease Aggregate
	\$500,000.00	Limit Disease Each Employee

The insurance company shall waive its Rights of Subrogation against OWNER.

I Commercial General Liability Insurance, written on an “occurrence” basis, shall be maintained by DESIGN PROFESSIONAL. Coverage, as provided by 1986 (or later) ISO commercial general liability form, shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Personal Injury and Fire Legal Liability Coverages. If DESIGN PROFESSIONAL provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for this Project for not less than five (5) years following completion and acceptance by OWNER. Limits of coverage shall not be less than the following for Bodily Injury, including Death, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	\$ 2,000,000.00
Products – Completed Operations Aggregate	\$ 2,000,000.00
Personal and Advertising Injury	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00
Fire Damage (Any One Fire)	\$ 50,000.00
Medical Expenses per Person	\$ 5,000.00
Site Contract Specific Project Aggregate Limits	\$ same as above

The aggregate limits shall be separately applicable to this Project by use of an endorsement approved by OWNER. Applicable deductibles or self-insured retention, not to exceed \$25,000.00, shall be the sole responsibility of DESIGN PROFESSIONAL.

I Automobile Liability Insurance shall be maintained by DESIGN PROFESSIONAL as to

ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury, including Death & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
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M. Umbrella Liability Insurance or Excess Liability Insurance shall not be less than \$ \_\_\_\_\_ each occurrence and aggregate. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein and shall include all coverages on a “following form” basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit. The aggregate limits shall apply separately to this Project, and the specific project aggregate limits shall be evidenced by the use of an endorsement approved by OWNER.

V. Professional Liability Insurance shall be maintained by DESIGN PROFESSIONAL insuring its legal liability arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than \$ \_\_\_\_\_ each claim and aggregate, and the DESIGN PROFESSIONAL waives its right of recovery against OWNER as to any claims under this insurance. Any deductible or self-insured retention applicable to any claim shall be the sole responsibility of DESIGN PROFESSIONAL and shall not be greater than \$25,000.00 each claim. DESIGN PROFESSIONAL must continue this coverage for a period of not less than five (5) years after completion of its services to OWNER. The policy retroactive date will always be prior to the date services were first performed by DESIGN PROFESSIONAL for OWNER, and the date will not be moved forward during the term of this Agreement and for 5 years thereafter. DESIGN PROFESSIONAL shall promptly submit Certificates of Insurance providing for an unqualified written notice to OWNER of any cancellation of coverage or reduction in limits, other than the application of the aggregate limits provision. In addition, as provided in paragraph 9.1 of this Agreement, DESIGN PROFESSIONAL shall also notify OWNER by certified mail, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by DESIGN PROFESSIONAL from its insurer. In the event of more than a twenty percent (20%) reduction in the aggregate limit of any policy, DESIGN PROFESSIONAL shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. DESIGN PROFESSIONAL shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by OWNER.

M. Valuable Papers. DESIGN PROFESSIONAL shall purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records utilized during the term of this Agreement.

M. Project Professional Liability. If OWNER notifies DESIGN PROFESSIONAL that a project professional liability policy will be purchased, then DESIGN PROFESSIONAL agrees to use its best efforts in cooperation with OWNER and OWNER’S insurance representative, to pursue the maximum credit available from the professional liability carrier for a reduction in the premium of DESIGN PROFESSIONAL’S professional liability policy. If no credit is available from DESIGN PROFESSIONAL’S current professional policy underwriter, then DESIGN

PROFESSIONAL agrees to pursue the maximum credit available on the next renewal policy, if a renewal occurs during the term of the project policy (and on any subsequent professional liability policies that renew during the term of the project policy). DESIGN PROFESSIONAL agrees that any such credit will fully accrue to OWNER. Should no credit accrue to OWNER, OWNER and DESIGN PROFESSIONAL, agree to negotiate in good faith a credit on behalf of OWNER for the provision of project-specific professional liability insurance policy in consideration for a reduction in DESIGN PROFESSIONAL'S self-insured retention and the risk of uninsured or underinsured consultants.

DESIGN PROFESSIONAL agrees to provide the following information when requested by OWNER or OWNER'S Project Manager:

- a. The date the professional liability insurance renews.
- b. Current policy limits.
- c. Current deductibles/self-insured retention.
- d. Current underwriter.
- e. Amount (in both dollars and percent) the underwriter will give as a credit if the policy is replaced by an individual project policy.
- f. Cost of professional insurance as a percent of revenue.
- g. Affirmation that the design firm will complete a timely project errors and omissions application.

If OWNER elects to purchase a project professional liability policy, DESIGN PROFESSIONAL to be insured will be notified and OWNER will provide professional liability insurance, naming DESIGN PROFESSIONAL and its professional subconsultants as named insureds.

**VI** OCIP Option. Notwithstanding anything herein to the contrary, OWNER reserves the right, at its sole election, to require any and all Projects to be performed under an Owner Controller Insurance Program ("OCIP"). In the event OWNER elects to bring any particular Project within OCIP, such election shall be noted in the applicable Work Authorization for that Project. The OCIP may or may not include, at OWNER'S sole election, any of the insurance to be maintained hereunder by DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall assist OWNER in implementation of the OCIP for all such designated Projects, such assistance to include assisting OWNER in calculating, negotiating and recovering the appropriate credits to be received by OWNER.

**SCHEDULE F**

**TRUTH IN NEGOTIATION CERTIFICATE**

In compliance with Florida Statutes § 287.055 (the Consultants' Competitive Negotiation Act), the DESIGN PROFESSIONAL hereby certifies that wage rates and other factual unit costs supporting the compensation for the architectural and/or engineering services of DESIGN PROFESSIONAL to be provided under this Agreement, concerning the Project (including any specific Work Assignments) are accurate, complete and current as of the time of contracting.

**DESIGN PROFESSIONAL:**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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