

CITY OF TREASURE ISLAND
REQUEST FOR QUALIFICATIONS NO. 18-19-05
LAND PLANNING and ZONING CONSULTANT SERVICES



ISSUED FEBRUARY 1, 2019
RESPONSES DUE March 15, 2019 BY 2 PM

Request for Qualifications | RFQ 18-19-05
LAND PLANNING and ZONING CONSULTANT SERVICES
FEBRUARY 8, 2019

The City of Treasure Island is now seeking qualified firms to complete the following:

- Prepare the City’s Evaluation & Appraisal Report;
- Update the City’s Comprehensive Plan; and
- Make revisions to the City’s Land Development Regulations

Sealed Proposals may be hand-delivered or mailed to City of Treasure Island City Hall, 120 108th Ave., Treasure Island, FL 33706 to the attention of the Purchasing Coordinator. All Proposals, **with original signature, three (3) additional copies, and 1 electronic copy (PDF on flash drive)** must be received **no later than 2 P.M. on March 15, 2019**. All Proposals must be submitted on the City’s official Proposal Form. **All envelopes must be clearly marked “RFQ 18-19-05 LAND PLANNING and ZONING CONSULTANT SERVICES”.**

Immediately thereafter, at the City of Treasure Island Public Works Conference Room, located at 152 108th Ave, Treasure Island, FL, those Proposals received will be publicly opened and read aloud. Any Proposals received after the specified date and time will not be considered. Persons with disabilities requiring reasonable accommodations to participate in this proceeding/event should call (727) 547-4575, no later than seven (7) days prior to the proceeding.

Any questions should be addressed to Michael Munger at mmunger@mytreasureisland.org by **5:00 P.M. on February 22, 2019**. All questions will be answered and posted on the City’s website by **5:00 P.M. on March 1, 2019**.

Complete specifications and any additional information may be obtained from the City of Treasure Island website at http://www.mytreasureisland.org/businesses/requests_for_proposals.php and/or from the Vendor Registry.

The City of Treasure Island reserves the right to accept or reject any or all Bids, to waive technical errors, irregularities, and informalities in any Bids received, and to accept—following all applicable laws—the Bid which is deemed by the City to best serve the City.

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SECTION I SCOPE OF WORK

I. SCOPE OF WORK

The City of Treasure Island, Florida is seeking a qualified firm capable of providing land planning and zoning consultant services, including firms or teams, to:

1. Prepare the Evaluation and Appraisal Report in accordance with Florida Statutes including, but not limited to, Chapters 163.3191 and 166;
2. Prepare an update of the City's Comprehensive Plan in accordance with Florida Statutes; and
3. Revise the Land Development Regulations to implement the updated Comprehensive Plan.

The City intends to select and hire a Consultant who has experience in preparing these documents in full compliance with the Florida Statutes. The documents will be prepared in sequence under individual work orders.

The City's Land Development Regulations state:

Section 68-126. - Changes requiring approval by electors.

Any changes in the land development regulations of the city that would allow an increase in the number of units per acre (density) or an increase in allowable height of buildings must be approved by a majority of the qualified electors of the city. (Referendum 11-5-02)

In November 2016, the City posed a series of referendum questions to the electorate regarding an increase in building height, as well as the opportunity to place air conditioning units, architectural features, or accessory uses on the rooftops. The City also placed two questions on that November 2016 ballot pertaining to increasing tourist density in two of the zoning districts. These two groups of referendum questions failed by more than 60 and 70 percent, respectively. It would not be advisable to bring up any increase in building height or additional density in the Evaluation and Appraisal Report, Comprehensive Plan or the Land Development Regulations. The property owners of Treasure Island want to have their ideas heard and community input is essential. The Consultant shall ensure that each stage of this planning effort includes community engagement.

Treasure Island is a small community located in a metropolitan area. The planning effort must coordinate and not conflict with the plans of other governmental agencies within the metropolitan area; including but not limited to the plans and policies of Forward Pinellas, Tampa Bay Regional Planning Council, Pinellas County, our neighboring jurisdictions, as well as federal and state agencies. Treasure Island is a small barrier island community. The selected Consultant must demonstrate a thorough knowledge of floodplain management, coastal management, and sustainable development.

Please refer to Exhibit E to review the current City of Treasure Island's Comprehensive Plan, future land use map, Land Development Regulations, and zoning map.

II. DELIVERABLES

The selected consultant must deliver the following to the City:

EVALUATION AND APPRAISAL REPORT

1. The Consultant must provide a sufficient number of draft copies for staff, and Planning and Zoning Board and one PDF copy on a thumb drive or flash drive.
2. Once the draft revisions are reviewed and accepted by the Planning and Zoning Board (Local Planning Agency) the final draft of the Evaluation and Appraisal Report will be provided to the staff as one original unbound copy, and a PDF copy on a flash drive. The documents must be OCR searchable.
3. Attend and present at public meetings. The number of public meetings to be recommended by the consultant and agreed to by the City
4. Draft Evaluation and Appraisal Report presentation to the Planning and Zoning Board and the City Commission.

COMPREHENSIVE PLAN

1. The consultant must provide a sufficient number of copies of the draft regulations for staff and the Planning and Zoning Board and one PDF copy on a thumb drive or flash drive.
2. Once the draft revisions are reviewed and accepted by the Planning and Zoning Board (Local Planning Agency) the final draft of the Comprehensive Plan will be provided to the staff as one original unbound copy, and a PDF copy on a flash drive. The documents must be OCR searchable.
3. Attend and present at public meetings. The number of public meetings to be recommended by the consultant and agreed to by the City
4. Draft Comprehensive Plan presentation to the Planning and Zoning Board and the City Commission.
5. Revised reports as may be required by The Planning & Zoning Board or City Commission resulting from the State's objections, recommendations, or comments.
6. Potential testimony, if required, related to any administrative challenges.
7. Consultation, if requested, on any applicable compliance agreement and mediation.

LAND DEVELOPMENT REGULATIONS

1. The consultant must provide a sufficient number of copies of the draft regulations for staff and the Planning and Zoning Board and one PDF copy on a flash drive.
2. Once the draft revisions are reviewed and accepted by the Planning and Zoning Board (Local Planning Agency) the final draft of the Land Development Regulation revisions will be provided to the staff as one original unbound copy, and a PDF copy on a flash drive. The documents must be OCR searchable.
3. Attend and present at public meetings. The number of public meetings to be recommended by the consultant and agreed to by the City.
4. The consultant must present the Draft Land Development Regulation revisions to the Planning and Zoning Board and City Commission.

SECTION II RFQ PROCESS

I. CALENDAR OF EVENTS

February 1, 2019	Request for Qualifications (RFQ) release date
February 22, 2019	Deadline to submit all questions 5:00 PM
March 1, 2019	Final posting of all submitted questions 5:00 PM
March 15, 2019	RFQ submittal deadline 2:00 PM
April 12, 2019	Oral presentations from shortlisted firms time TBD
April 15, 2019 (<i>tentative</i>)	Evaluation committee recommendation
May 2019 (<i>tentative</i>)	Selection and recommendation to Commissioners for award

II. QUALIFICATIONS

Statements of Qualifications will be considered from firms normally engaged in implementing the service requested. The responding firm shall present their statement of qualifications as outlined in the submission of submittals section of this document. Respondents must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City of Treasure Island. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions of the Contract. The City of Treasure Island will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all Statements of Qualifications where evidence submitted, or investigation and evaluation indicates, inability of a firm to perform.

The City will use a competitive negotiation process in selecting the consultant. Accepted proposals will be evaluated by the City utilizing *Exhibit F, "Evaluation and Selection Criteria."* Respondents, deemed as best suited and qualified, shall be selected by a Selection Committee of at least three (3) representatives selected by the City for discussion and/or presentations, ranking and subsequent negotiations with the selected consultant.

III. SUBMISSION OF STATEMENT OF QUALIFICATIONS

The purpose of this section is to provide information related to the qualifications of interested firms to perform the service requested in this RFQ. Response to all subsets of this section is mandatory. Failure to provide the requested information may result in the Statement firm's submission being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the City of Treasure Island and are subject to public records laws. All expenses, including travel expenses for interviews, incurred in the preparation of the submittal shall be borne by the Respondent.

The Following information shall be provided in the order detailed:

- a. Title Page. List the RFQ subject, the name of the firm, local address, telephone number, name of contact person and date, e-mail address of the contact person. **Limit one (1) page.**
- b. Table of Contents. Include a clear identification of the material included in the submittal by page number. **Limit one (1) page.**
- c. Letter of Interest. **Limit one (1) page.** Make a positive commitment to perform the required work. Also, provide the name(s) of the person(s) who will be authorized to make representation for your firm, their titles, telephone number, and e-mail addresses.
- d. Project Specific Statement of Qualifications and Profile of Firm. **Limit eight (8) pages.** State the size of staff, number of registered professionals, and overall experience of the assigned staff for this assignment. Include technical background, experience information, and other applicable data on proposed personnel and any proposed sub-consultants. Include an organizational chart of project team and describe communication processes to be used within the project team. (The organizational chart can be on a “fold out” 11x17 sheet of paper and is not subject to the page limit.) Give the location of the office from which the work is to be done and understanding of the work required. Include the firm’s Quality Assurance Control program or policy.
- e. Services Approach. **Limit six (6) pages.** Include a general synopsis of the Firm’s approach and understanding of the work required.
- f. References. **Limit ten (10) pages.** Provide information for those projects which have been successfully completed which are similar to those required under this assignment. Please include projects recently completed within the last five (5) years. Additionally, document that the Respondent has been awarded and provided services for five (5) contracts to other local governments similar to this contract within the last five (5) years.
 - References shall include:
 - Client name, address, telephone number and e-mail address.
 - Description of the scope of the work.
 - Month and year the project was started and completed.
 - Total cost and professional service fees paid.
 - Role of the firm and the responsibilities.
 - *Not to be confused with the “PROPOSERS BUSINESS REFERENCES” portion of Section IV – Proposal Forms.*
- g. Completed RFQ. **No page limit.** Complete, sign, and return all required documentation and forms within this RFQ including: Section IV – Proposal Forms, Section V – Drug-Free Workplace Certificate, Section VI – General Conditions, Exhibit B – Contract, Exhibit C – Consultant Hourly Rates & Conditions Addendum, and Exhibit D – Truth in Negotiation Certificates.

Attachments to the proposal are acceptable; however, any attachments provided do not take the place of the written proposal requirements as listed above. Full resumes are to be attached as exhibits to the proposal. Page counts are per printed side, not individual sheets.

IV. EVALUATION AND SELECTION OF CONSULTANT

A City review team will evaluate each firm’s submission based upon the criteria stated in this Request for Qualifications and the ability to execute the services. The top firms will be invited to make oral presentations of their proposals to the evaluation team. Following the evaluation process, the team will then select the firms that the City considers most qualified—up to three (3). The successful Firm(s) will be requested to enter into negotiations to produce a contract for this assignment. The City reserves the right to negotiate modifications to Statements of Qualifications that it deems acceptable. The City reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient.

Firms will be evaluated in accordance with the weighted criteria listed below. All criteria will be graded on a 1-5 scale, with 1 being the lowest score possible and 5 being the highest score. Criteria will also be weighted based upon each individual reviewer’s determination of level of importance. Criteria will be weighted on a 1-10 scale, with 1 being not as important and 10 being the most important criteria.

V. RESERVES THE RIGHT

The City reserves the right to reject any and all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be in the best interest of the City. The City of Treasure Island reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this Request for Qualifications as best serves the needs of the City.

VI. DESIGNATED CONTRACT

The awarded firm will appoint a person to act as a primary contact with the City. The person or back-up will be readily available during normal working hours by telephone or in person, and will be knowledgeable of the terms of the Contract.

VII. ASSURANCES

The responding Firm will provide a statement of assurance that the Firm is not presently in violation of any statutes or regulatory rules that might have an impact on the Firm’s operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of Treasure Island will apply.

**SECTION III
GENERAL INSTRUCTIONS**

Proposal Format

All Proposals must be typewritten. Legibility, clarity, and completeness are essential. The Proposal must be signed by individual(s) legally authorized to bind the CONSULTANT and must comply with Section II, RFQ Process.

Submission Procedures

One (1) original, three (3) copies, and 1 electronic copy (PDF file on flash drive) of the Proposal are to be submitted in a sealed envelope to:

*Purchasing Coordinator
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706*

To prevent opening by unauthorized individuals, your Proposal should be identified on the envelope or wrapper as follows:

THE CITY OF TREASURE ISLAND, FLORIDA LAND PLANNING and ZONING CONSULTANT SERVICES REQUEST FOR QUALIFICATIONS 18-19-05	
Name of Consultant:	_____
Address of Consultant:	_____ _____

The deadline for submission of Proposals is **2:00 P.M. ON MARCH 15, 2019.** Proposals may not be withdrawn after the submission deadline.

Additional Information and Specification Changes

Request for additional information and questions should be addressed to Michael Munger, Purchasing Coordinator, by email at mmunger@mytreasureisland.org. Questions and requests for additional information must be submitted by e-mail by **5:00 P.M. on FEBRUARY 22, 2019.** All questions will be answered and posted on the City’s website by **5:00 P.M. on MARCH 1, 2019.** No oral interpretations or answers will be made to any Proposer as to the meaning or specifications of the scope of this RFQ. It is the further responsibility of each Proposer to determine whether any addenda have been issued to this RFQ and to incorporate any such addenda into the submission of qualifications. Proposers can locate issued addenda via the “Business / Request for Proposals” section of the City’s website at www.mytreasureisland.org and/or Vendor Registry.

**SECTION IV
PROPOSAL FORMS**

QUALIFICATIONS STATEMENT

SUBMITTED BY:

Official Name of Firm:

Address:

SUBMITTED TO:

City of Treasure Island

SUBMITTED FOR:

LAND PLANNING and ZONING CONSULTANT SERVICES

PROPOSERS CONTACT INFORMATION:

Contact Person:

Title:

Phone:

Email:

AFFILIATED COMPANIES:

Name:

Address:

TYPE OF ORGANIZATION: *(select one)*

SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

PARTNERSHIP

Date of Organization: _____

Type of Partnership (General or Limited): _____

Name and Address of Each Partner: _____

CORPORATION

State of Incorporation: _____

Date of Incorporation: _____

Executive Officers:

Chief Executive Officer: _____

President: _____

Vice President(s): _____

Treasurer: _____

Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

PROPOSERS GENERAL INFORMATION

Type of License: _____

License Number: _____

Years of Business under License Number: _____

If nonresident, proof of authority to do business in the State of Florida. Attach with form submission.

Primary type of work your company performs: _____

Number of people permanently employed: _____

Is this organization an equal employment opportunity employer? YES NO

Does this organization have a written drug and alcohol policy? YES NO

Does this organization have a Drug-Free Workplace program pursuant to Section 287.087, Florida Statutes? YES NO | If yes, include Attachment in this Section

PROPOSERS BUSINESS REFERENCES (3)

Company Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Company Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Company Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

Has firm listed in Section 1 ever failed to complete a contract awarded to it? YES NO

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a contract awarded to them in their name or when acting as a principal of another entity?
 YES NO

If YES to either of the prior two questions above, list below or as an attachment and state why. Include each project's contact information. _____

REQUIRED ATTACHMENTS

- a. Project Specific Statement of Qualifications and Profile of Firm – **Limit eight (8) pages**. State the size of staff, number of registered professionals and overall experience of the assigned staff for this assignment. Include technical background, experience information, and other applicable data on proposed personnel and any proposed sub-consultants. Include an organizational chart of project team and describe communication processes to be used within the project team. Give the location of the office from which the work is to be done.
- b. Services Approach – **Limit six (6) pages**. Include a general synopsis of the firm’s approach and understanding of the work required. Include the firm’s Quality Assurance Control program or policy.
- c. References/Experience - **Limit eight (10) pages**. Provide information for those projects which have been successfully completed which are similar to those required under this assignment. Please include projects recently completed within the last five (5) years.

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COMPANY _____

The undersigned, as Proposer, does declare that no other persons other than the Proposer has any interest in this Proposal or in the contract to be executed, and that it is made without any connection with any other person or persons making a Proposal for the same articles, and it is in all respects fair and without collusion or fraud. More than one Proposal received for the same work from an individual, firm, partnership, corporation or joint venture under the same name nor different names will not be considered. Reasonable grounds for believing that any Proposer, has interest in more than one Proposal for the same work will cause the rejection of all Proposals that the Proposer is interested. If there are reasonable grounds for believing collusion exists among Proposers, the Proposals of participants will not be considered.

The undersigned further declares that he/she has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. The Proposer, by signing below, accepts all of the terms and conditions of the Proposal and makes all representations required by the General Conditions.

The Proposer agrees if this Proposal is accepted to contract with the City of Treasure Island, Florida, in the form of contract specified, to furnish all material, equipment, machinery, tools, apparatus, means of transportation and labor necessary to provide the work in the Proposal.

COMPANY NAME

NAME (PRINT)

SIGNATURE

TITLE

DATE

SECTION V

DRUG-FREE WORK PLACE CERTIFICATE

IDENTICAL TIE PROPOSALS: Pursuant to Section 287.087, of the Florida Statutes, preference will be given to businesses with Drug-Free Work Place Programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a Drug-Free Work Place Program will be given preference in the award process. Established procedures for processing tie Proposals will be followed in the event that none of the tied Proposers have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business must:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the work place, the company's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under the proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or who has pled.
- 6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Date

Printed Name

SECTION VI GENERAL CONDITIONS

To ensure acceptance, all consultants submitting Proposals to the City of Treasure Island will be governed by the following conditions, attached specifications, and Proposal form(s) unless otherwise specified. Proposals not submitted on the Proposal form(s) provided will be rejected, and the Proposals not complying with these conditions will be subject to rejection.

1. **Interpretations.** All questions concerning the specifications or conditions will be directed by e-mail to Michael Munger, Purchasing Coordinator at mmunger@mytreasureisland.org as instructed on the Request for Qualifications page 1. Interpretations will be posted on the City's website. The Purchasing Coordinator will not be responsible for any other explanation or interpretation. Only questions answered in writing will be binding. Oral and other representations, interpretations, or clarifications will be without legal effect.

2. **Proposer Representations.** It is the responsibility of each Proposer before submitting a Proposal to:

i. examine and carefully study the Proposal Documents, and any data and reference items identified in the Proposal Documents;

ii. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

iii. agree that at the time of submitting its Proposal no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Proposal for performance of the Work at the price Proposal and within the times required, and in accordance with the other terms and conditions of the Proposal Documents;

iv. promptly give the City written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the Proposal Documents and confirm that the written resolution thereof by the City is acceptable to Proposer;

v. determine that the Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

vi. agree that the submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the Proposal Documents, that without exception the Proposal and all prices in the Proposal are premised upon performing and furnishing the Work required by the Proposal Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance of the Work.

3. **Sealed Proposals.** The specifications and all executed Proposal Forms must be submitted in a sealed envelope. An authorized representative of the Proposer must sign all Proposals. The face of the Proposal envelope must be plainly marked identifying the item(s) and the date of the Proposal opening. No Proposals will be accepted after closing time for receipt of Proposals, nor will any offers by telephone, fax, or internet e-mail be accepted.

4. **Intent of Specifications.** It is the intent of the specifications described a certain item(s) or service(s) to be purchased by the City of Treasure Island including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).

5. **Exceptions to Specifications.** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that due consideration be given in evaluating Proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The City Manager—or designee—is the final authority in determining the acceptability of any exceptions to specifications.

6. **Approved Equivalents or Equals.** Any manufacturer’s names, trade names, brand names, model numbers, etc. listed in the specifications are for information only, and are not intended to limit competition. The Proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the Proposal is based on an “approved equivalent or equal” item, supportive information in the form of the manufacturer’s printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the Proposal. The Proposer must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Treasure Island reserves the right to determine acceptance of proposed equivalent of equal items.

7. **Delivery.** Proposal quotations include all freight costs to Treasure Island, Florida to a point(s) specified in the Contract or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss will be passed to the City of Treasure Island until after receipt of delivery has been acknowledged by authorized representative of the City of Treasure Island.

8. **Mistakes.** Proposers are expected to examine the conditions, scope of work, Proposal prices, extensions, and all instructions pertaining to the item(s) involved. Failure to do so will be at the Proposer’s risk. The actual unit prices of Proposal will govern an award.

9. **Proposal Withdrawals.** A Proposal may be withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted prior to the date and time for the opening of Proposals. Upon receipt of such notice, the unopened Proposal will be returned to the Proposer. If a Proposer wishes to modify its Proposal prior to Proposal opening, Proposer must withdraw its initial Proposal and submit a new Proposal prior to the date and time for the opening of Proposals. Withdraw of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal submission deadline date and time. After expiration of the period for receiving Proposals, no Proposal may be modified or withdrawn.

10. **Selection of Proposal.** Prior to contract award, any Proposer may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the City. The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of Proposal and any proposed subcontractors,

suppliers and individuals, or entities to perform the Work in accordance with the Contract Documents. In evaluating whether a Proposer is responsible, the City will consider the qualifications of the Proposer and may consider the qualifications and experience suppliers proposed for those portions of the Work for which the identify suppliers must be submitted as provided in the Proposal Documents. The City will also consider whether the Proposer is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. City, at its sole discretion, may select the Proposer that it believes is appropriately qualified, responsible, and responsive.

11. **Award of Proposals.** Recommendation for award of Proposal are made to the City Commission based on the (up to 3) highest ranked, most responsive, and most responsible Proposer(s) meeting all conditions and requirements of the specifications. The contract awarded will be legally binding on both parties at the time of award by the City Commission.

12. **Rejection of Proposals.** The City of Treasure Island reserves the right to accept or reject any or all Proposals.

13. **Identical Tie Proposals.** In the event that two or more Proposals are identical in price, preference will be given to business with Drug-Free Work Place Programs. A Drug-Free Work Place Certificate is enclosed.

14. **Protests.** Proposers who do not agree with the City's recommendation for award will be afforded the opportunity to protest the recommendation by submitting written. Such notice will be given to the Purchasing Coordinator Michael Munger within five (5) working days after notice of award. The protest must state the grounds for the protest and the action requested. Proposals not meeting the minimum published requirements (including specifications and/or scope of service) are not subject to protest. The petitioner will be furnished a copy of the written determination and recommendation.

15. **Consultants' Competitive Negotiation Act (CCNA).** Professional services requested in this RFQ are within the scope of the practice of architecture, landscape architecture, professional engineering, design, construction management, and/or registered land surveying, as defined by the laws of the State of Florida. The provisions of F.S. 287.055 apply. Upon selection of the most qualified respondent(s), the City will enter into the competitive negotiation process. Negotiations shall include direct hourly rates which may include a multiplier for overhead, fringe benefits and operating margin. Upon completion of fee review/negotiations, an Agreement for Professional Services will be awarded at the discretion of the City Commission.

16. **Lobbying.** Lobbying is prohibited in all City of Treasure Island competitive selection processes and contract awards including but not limited to, requests for qualifications, bids, or proposals the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a bid protest being resolved, or the competitive selection process being otherwise concluded. The prospective Proposer may contact the City's main office as specified on page 1 of this Request for Proposal, to address situations such as clarifications relating to the procurement process or Proposer protest.

Lobbying of evaluation committee members, city government employees, or elected officials regarding request for proposals, request for qualifications, invitations to bid, purchasing contracts, or bid protests, by the Proposer/protestor any member of the Proposer's/protestor's staff, any agent or representative of the Proposer/protestor, or any person employed by any legal entity affiliated with or representing a Proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the City Commission, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a Proposer/protestor will result in the disqualification or rejection of the Proposal, quotation, statement of qualification, Proposal or contract, and may lead to debarment of the Proposer or Proposer/protestor.

For purposes of this provision, lobbying means influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified in this section involved in the selection, ranking, or contract award in connection with any request for Proposal, request for quotation, requests for qualification, Proposal or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract will be the effective date of the purchasing contract.

Any evaluation committee member, city government employee or elected official who has been lobbied must immediately report the lobbying activity to the City Manager.

17. **Proposals From Related Parties or Multiple Proposals Received From One Proposer.** Where two (2) or more related parties each submit a Proposal or multiple Proposals are received from one (1) Proposer, for any contract, such Proposals will be judged non-responsive. Related parties mean Proposers or the principles thereof, which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principles thereof of one (1) Proposer have a direct or indirect ownership interest in another Proposer for the same contract.

18. **Assignment/Subcontracting/Corporate Acquisition and/or Mergers.** The consultant shall perform this Contract. If a Proposer intends to subcontract a portion of this work, the Proposer must disclose that intent in the Proposal. No assignment or subcontracting will be allowed without prior written consent of the City. In the event of a corporate acquisition and/or merger, the consultant must provide written notice to the City within thirty (30) business days of consultant's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which will not be unreasonably exercised by the City, includes but is not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a Proposal to a Proposer, which has disclosed its intent to assign or subcontract in its response to the RFQ, without exception will constitute approval for purposes of this Contract.

19. **Additional Requirements.** The City reserves the right to request additional goods or services relating to this Agreement from the consultant. When approved by the City as an amendment to this Agreement and authorized in writing, the consultant must provide such additional requirements as may become necessary.

20. **Documents Related to Contracted Work.** All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work shall be supplied by the consultant and shall become the property of the city and shall be made available to the city upon request at any reasonable time, including all finished or unfinished

documents and other data prepared or obtained by the consultant upon the termination of this Agreement in whole or in part. The city acknowledges that such documents are not intended or represented to be suitable for use by the city or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the consultant for the specific purpose intended will be at the city's sole risk without liability or legal exposure to the consultant. Upon the consultant's written request, the city will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the consultant and city mutually deem necessary. The city does not warrant the accuracy or completeness of the information authored by third parties. The consultant is responsible for independently verifying the information contained in the documents provided.

21. **Required Disclosure.** With its Proposal submission the Proposer must disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this state or any other state of the United States against (i) Proposer, (ii) any business entity related to or affiliated with Proposer, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of Proposer or of any such related or affiliated entity. This disclosure will not apply to any person or entity which is only a stockholder, which person or entity owns 20 percent or less of the outstanding shares of a Proposer whose stock is publicly owned and traded.

At its sole discretion, the City may reject any Proposal the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the disclosure required in this Section. By submitting a Proposal, Proposer recognizes and accepts that the City may reject the Proposal based upon the exercise of its sole discretion and Proposer waives any claim it might have for damages or other relief resulting from the rejection of its Proposal based on these grounds.

22. **Public Entity Crimes.** By submitting a Proposal, each Proposer is confirming that the company has not been placed in the convicted vendor list or the discriminatory vendor list as described in Sections 287.133 and 287.134, Florida Statutes.

a. A person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a 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 consultant, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

b. A person or affiliate who has been placed on the discriminatory vendor list, may not submit a bid, proposal or reply on a contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a 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 consultant, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business

with any public entity for a period of 36 months from the date of being placed on the discriminatory vendor list.

Additionally, by engaging in business with the City, each Proposer confirms their business entity is not on the Scrutinized Companies that Boycott Israel List as describe in Section 287.138, of the Florida Statutes, or engaged in a boycott of Israel or, for goods or services over one million dollars, Bidders confirm they are not on any of the scrutinized company lists identified in Section 287.135 of the Florida Statutes, or engaged in any such activity identified in that section.

a. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, or is engaged in a boycott of Israel.

b. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities un Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes, or engaged in business operations in Cuba or Syria.

On a case by case basis, the City, may permit those companies identified above to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services providing all statutory conditions outlined in Section 287.135(4) of the Florida Statutes are met.

23. **Tax.** The City of Treasure Island is exempt from all State and local sales tax.

24. **Payment of Invoices.** The City of Treasure Island issues checks for payment of invoices on the 1st, and 3rd Friday of every month. The signed purchase order and a correct invoice must have been received before payment can be made. All purchases are subject to availability of funds in the City's budget (see paragraph 24.).

25. **Appropriations Clause.** By submitting a Proposal, the consultant certifies that he/she understands that the City, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract will remain in effect. The City will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the consultant of such event within thirty (30) days and, be thereafter released at all further obligations in any way related to the contract.

26. **Legal Requirements.** All applicable provisions of federal, state, county, and local laws including all ordinances, rules, and regulations govern the development, submittal and evaluation of all Proposals received in response to these specifications, and govern any and all claims between person(s) submitting a Proposal and the City of Treasure Island, by and through its officers, employees and authorized representatives. A lack of knowledge by the Proposer concerning any of

the aforementioned will not constitute a cognizable defense against the legal effect thereof. The Proposer agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

27. **Licenses, Registration and Certificates.** Each Proposer must possess at the time of submitting its Proposal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty consultant) in the City of Treasure Island. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations.

28. **Permits and Taxes.** The Proposer shall procure all permits (no cost), pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

29. **Public Records.** By submitting a Proposal, the consultant certifies that he/she understands that the City, an entity of government, is subject to the Public Records Act and in accordance with Section 119.0701 of the Florida Statutes. The consultant may be subject to the Public Records Act. Any claim of confidentiality is waved upon submission, effective after Proposal opening pursuant to Section 119.07 of the Florida Statutes. Any subsequent contract entered into between the City and consultant related to the scope of services outlined in this RFQ will be conditioned on the consultant's compliance with the Public Records Act as provided in Section 119.0701 of the Florida Statutes.

30. **Unauthorized Aliens.** The City of Treasure Island will consider the employment by the Proposer of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation will be cause for unilateral termination of this Contract.

31. **Utilities.** The City of Treasure Island will not provide utilities such as water, electricity or refuse pickup unless noted in Proposal documents.

32. **Termination.** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause, whenever the City determines, in its sole discretion that such termination is in the best interests of the City. A Notice of Termination will be effective if delivered to the Proposer at least five (5) calendar days prior to the termination date contained in the Notice. The Notice of Termination shall specify the extent to which performance will be terminated, and the date upon which termination becomes effective. An equitable adjustment in the contract price will be made for the completed service, but no amount will be allowed for anticipated profit on unperformed services.

33. **Conflict of Interest.** The Proposer represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict any manner with the performance or services required in the Contract. The Proposer further represents that no person having any such interest will be employed by him/her during the agreement term and any extensions.

The Proposer shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the consultant's judgment or quality of services being

provided in the Contract. Such written notification must identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to notify the Proposer of its opinion, by certified mail, within thirty (30) days of receipt of notification by the Proposer.

34. **Insurance Requirements**

1. The CONSULTANT is required, at its own cost and expense, to acquire, maintain, and provide evidence of the minimum insurance policies and limits, and keep specified insurance in force until the CITY accepts that the CONSULTANT has satisfactorily completed all work required under the Contract; and cause SUBCONSULTANT(S), if utilized, to acquire and maintain the same.

1. The CONSULTANT, if selected, will provide the CITY with a Certificate or Certificates of Insurance showing the existence of coverage as required by the Contract prior to the start of any work under this Contract. In addition, the CONSULTANT will provide to the CITY, if requested in writing, certified copies of all policies of insurance. New certificates and new certified copies of policies shall be provided to the CITY whenever any policy is renewed, revised, or obtained from other insurers. The City of Treasure Island shall be named as the Certificate Holder.

The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Treasure Island
Attention: Community Improvement Department
120 108th Avenue
Treasure Island, FL 33706

2. All required policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, for both CONSULTANT and SUBCONSULTANT(S) shall be endorsed to include The City of Treasure Island as an Additional Insured.
3. The Named Insured on the Certificate of Insurance must match the entity's name that responded to the RFQ and is signing the Contract with the CITY.
4. CONSULTANT shall notify the CITY within twenty four (24) hours of receipt of any notice of policy expiration, cancellation, nonrenewal, or adverse material change in the required coverages received by CONSULTANT from its insurer.

2. Specific Insurance Coverages and Limits

All requirements in this Insurance Section shall be complied with in full by the CONSULTANT unless excused from compliance in writing by the CITY. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI)

policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the CITY.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees engaged in this work under this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

1. Workers' Compensation: Florida Statutory Requirements
Employer's Liability: \$1,000,000 Each Employee
\$1,000,000 Each Employee Disease
\$1,000,000 Aggregate Disease

2. Commercial General Liability Insurance: The CONSULTANT shall provide for all operations, including but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the CITY.

\$1,000,000 Per Occurrence
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal/Advertising Injury
\$2,000,000 General Aggregate

3. Business Automobile Liability Insurance: The CONSULTANT shall provide coverage for all owned, hired, and non-owned vehicles.

\$1,000,000 Combined Single Limit Per Accident

4. Professional Liability (Errors and Omissions) Insurance: The CONSULTANT shall provide coverage with at least minimum limits shown below. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", CONSULTANT may submit annually to the CITY, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.
\$1,000,000 Each Occurrence or Claim
\$2,000,000 General Aggregate

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

The CONSULTANT recognizes that the registered persons practicing engineering with the CONSULTANT as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the CONSULTANT who performs consulting engineering services for the CITY pursuant to this contract shall be liable in accordance with section 471.023(3) of the Florida Statutes.

5. Property Insurance: CONSULTANT will be responsible for all damage to its own property, equipment, and/or materials.
3. These insurance requirements shall not limit the liability of the CONSULTANT and/or SUBCONSULTANT(S).
4. All policies shall be written on a primary, non-contributory basis.
5. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the CITY.
6. Companies issuing the insurance policy, or policies, shall have no recourse against the CITY for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of the CONSULTANT.
7. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A- VII or better.
8. Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
9. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage that is required, does not constitute a waiver of the CONSULTANT'S obligation to fulfill the insurance requirements specified in this Contract.
10. Precaution shall be exercised at all times by the CONSULTANT for the protection of all persons, including employees, and property. The CONSULTANT shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONSULTANT acknowledges that such stoppage will not shift responsibility for any damages from the CONSULTANT to the CITY.

11. No Waiver

Neither approval nor failure to disapprove insurance furnished by the CONSULTANT or its SUBCONSULTANTS will relieve the CONSULTANT or SUBCONSULTANT from responsibility to prove insurance as required.

12. Indemnification Requirements

The CONSULTANT must agree to a provision requiring that it indemnify, defend, and hold harmless the CITY, any federal, county or municipal funding agency, and all of their officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by CONSULTANT, its agents, or employees during the performance of the Contract.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED TO THIS AGREEMENT WHICH VARY FROM THESE GENERAL CONDITIONS WILL HAVE PRECEDENCE

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM AGREES TO COMPLY WITH AND ACCEPTS THE GENERAL CONDITIONS.

Signature: _____ Date: _____

Printed Name: _____

EXHIBIT A – STATEMENT OF QUALIFICATIONS

EXHIBIT B – CONTRACT

**CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND _____
PERTAINING TO
LAND PLANNING and ZONING CONSULTANT SERVICES
RFQ 18-19-05
AGREEMENT FOR PROFESSIONAL
SERVICES**

This AGREEMENT is made and entered into on the _____ day of _____, 20____, by and between the CITY of Treasure Island, FL (CITY) and _____ (CONSULTANT).

WITNESSETH:

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

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

WHEREAS, the CITY selected the CONSULTANT in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the CONSULTANT in a Request for Qualifications dated February 8, 2019.

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

1.0 AGREEMENT DOCUMENTS

This Agreement consists of this document including attachments, the Request for Qualifications (RFQ), and CONSULTANT'S proposal submitted in response to the RFQ, as if all components were set forth in this Agreement verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the RFQ or proposal, the provisions in this document will prevail. No amendment will be effective until and unless reduced to writing and executed by the Parties.

2.0 GENERAL SCOPE OF THIS AGREEMENT

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

CONSULTANT has the discretion, subject to the requirement that it perform the services required under this Agreement competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, CONSULTANT is fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by the CONSULTANT. Neither CONSULTANT nor CONSULTANT'S contractors, subcontractors, consultants, Sub-consultants, suppliers, experts, or other persons or organizations retained or utilized by CONSULTANT for the services required under this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the CITY. CONSULTANT shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances, and regulations required of an employer performing services as provided in this agreement contemplated. Furthermore, CONSULTANT is responsible for paying all income and employment taxes, and the CITY will not be responsible for collecting and paying withholding, FUTA, FICA and any other state or federal taxes.

CONSULTANT shall perform all services in accordance with generally accepted professional standards. CONSULTANT shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, must conform to and be in compliance with, and CONSULTANT shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

3.0 PROFESSIONAL TECHNICAL SERVICES

3.1 It shall be the responsibility of the CONSULTANT to work with and for the CITY to provide land planning and zoning services to:

- i. Prepare the Evaluation and Appraisal Report in accordance with Florida Statutes including, but not limited to, Chapters 163 and 166;
- ii. Prepare an update of the City's Comprehensive Plan in accordance with Florida Statutes and as further outlined in Section 3.9.2 of this Agreement; and
- iii. Revise the Land Development Regulations to implement the updated Comprehensive Plan as further described in Sections 3.9.3 of this Agreement.

3.2 The documents will be prepared in sequence under individual work orders.

3.3 Treasure Island is a small community located in a metropolitan area. The CONSULTANT's planning must coordinate and not conflict with the plans of other governmental agencies within the metropolitan area; including but not limited to the plans and policies of Forward Pinellas, Tampa Bay Regional Planning Council, Pinellas County, our neighboring jurisdictions, as well as federal and state agencies.

3.4 The CONSULTANT shall ensure that each stage of its planning effort includes community engagement.

3.5 Other work assignments that may be reasonably required under the general scope of this

professional agreement include the preparation of land development regulation amendments.

- 3.6 The CONSULTANT shall perform all services in accordance with generally accepted professional standards. The CONSULTANT shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the CONSULTANT shall be familiar with all applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.
- 3.7 The CONSULTANT's services under this Agreement will be provided under Work Authorizations, Generally, each Work Authorization will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints.
- 3.8 The CONSULTANT shall maintain an adequate and competent staff of professionally qualified personnel available to the CITY for the purpose of rendering the required engineering and/or architect services under this Agreement, and must diligently execute the work to meet the completion time established in Work Authorization.
- 3.9 The CONSULTANT must deliver the following to the City upon completion of this Agreement.

3.9.1 EVALUATION AND APPRAISAL REPORT

- i. The CONSULTANT must provide a sufficient number of draft copies for staff, and Planning and Zoning Board and one PDF copy on a thumb drive or flash drive.
- ii. Once the draft revisions are reviewed and accepted by the Planning and Zoning Board (Local Planning Agency) the final draft of the Evaluation and Appraisal Report will be provided to the staff as one original unbound copy of final document, and a PDF copy on a thumb drive or flash drive. The documents provided must be OCR searchable.
- iii. Public meetings, the number of public meetings to be recommended by the consultant, and agreed to by the City.
- iv. Draft Evaluation and Appraisal Report presentation to the Planning and Zoning Board and the City Commission.

3.9.2 COMPREHENSIVE PLAN

- i. The consultant must provide a sufficient number of copies of the draft regulations for staff and the Planning and Zoning Board and one PDF copy on a thumb drive or flash drive.

- ii. Once the draft revisions are reviewed and accepted by the Planning and Zoning Board (Local Planning Agency); the final draft of the Comprehensive Plan will be provided to the staff as one original unbound copy of final document, and a PDF copy on a thumb drive or flash drive. The documents provided must be OCR searchable.
- iii. Public meetings, the number of public meetings to be recommended by the consultant, and agreed to by the City.
- iv. Draft Comprehensive Plan presentation to the Planning and Zoning Board and the City Commission.
- v. Revised reports as may be required by The Planning & Zoning Board or City Commission resulting from the State's objections, recommendations, or comments.
- vi. Potential testimony, if required, related to any administrative challenges.
- vii. Consultation, if requested, on any applicable compliance agreement and mediation.

3.9.3 LAND DEVELOPMENT REGULATIONS

- i. The consultant must provide a sufficient number of copies of the draft regulations for staff and the Planning and Zoning Board and one PDF copy on a thumb drive or flash drive.
- ii. Once the draft revisions are reviewed and accepted by the Planning and Zoning Board (Local Planning Agency); the final draft of the Land Development Regulation revisions will be provided to City staff as one original unbound copy of the final document, and a PDF copy on a thumb drive or flash drive. The documents provided must be OCR searchable.
- iii. Attend and present at public meetings. The number of public meetings to be recommended by the consultant and agreed to by the City.
- iv. The consultant must present the Draft Land Development Regulation revisions to the Planning and Zoning Board and City Commission.

3.10 The CITY reserves the right to enter into contracts with other consulting firms for similar services. The CONSULTANT will, when directed to do so by the CITY, coordinate and work with other consulting firms retained by the CITY.

3.11 At all times during the performance of any of the services required under this Agreement, CONSULTANT shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. CONSULTANT

shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, CONSULTANT shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

4.0 WORK AUTHORIZATIONS

- 4.1 There is no guarantee of work under this Agreement. CONSULTANT shall begin work promptly after receipt of a fully executed copy of each Work Authorization, in accordance with Paragraph 3.7, above. Receipt of a fully executed Work Authorization constitutes written notice to proceed.
- 4.2 If CONSULTANT's services called for under any Work Authorization are delayed for reasons beyond the CONSULTANT's control, the time of performance will be adjusted as appropriate.
- 4.3 It is the intent of the Parties that this Agreement continue in force until five (5) years from the date of initiation, with the option of the CITY to provide up to three one-year extensions, subject to the provisions for termination contained in this Agreement. Assignments that are in progress at the Agreement termination date will be completed by the CONSULTANT unless specifically terminated by the CITY.
- 4.4 CONSULTANT acknowledges and agrees that time is of the essence with respect to its performance under this Agreement and any Work Authorization.
- 4.5 Each Work Authorization will establish the following:
- a) A Work Authorization number;
 - b) A title for the project;
 - c) A general description of the purpose of the work;
 - d) A clear and concise description of each item of the scope of work to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;
 - e) The scope items to which a lump sum fee applies and the total compensation that will be paid to the CONSULTANT by the CITY for completion of the project services;
 - f) The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;
 - g) The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;

- h) Description of deliverables;
- i) The committed date of completion of the services and deliverables, with intermediate milestone dates where appropriate;
- j) When sub-consultants are to be utilized, the scope items in which they will be involved, the extent to which they will be involved, and the above-referenced fees and expenses attributable to them;
- k) A designated person to act on the CONSULTANT's behalf on all matters concerning the Work Authorization;
- l) The contract manager designated by the CITY; and
- m) Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular Work Authorization.

5.0 INSURANCE REQUIREMENTS

The CONSULTANT shall maintain such insurance as specified in in Section VI General Conditions, Paragraph 34 - Insurance Requirements, of RFQ 18-19-05 to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance must be provided to the CITY prior to the CITY issuing the Purchase Order to the CONSULTANT and will also be subject to its approval for adequacy of protection. The CITY must be named as an additional insured under all policies.

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

Professional Services provided under this Agreement are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Section 287.055 of the Florida Statutes applies to this Agreement.

7.0 GENERAL CONSIDERATIONS

7.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work must be supplied by the CONSULTANT and will become the property of the CITY and must be made available to the CITY upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the CONSULTANT upon the termination of this Agreement in whole or in part. The CITY acknowledges that such documents are not intended or represented to be suitable for use by the CITY or others for

purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the CITY's sole risk without liability or legal exposure to the CONSULTANT.

7.2 The CONSULTANT will provide expert witnesses, if required by the CITY, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the CITY and the CONSULTANT describing the services desired and will provide a basis for compensation to the CONSULTANT.

7.3 Upon the CONSULTANT's written request, the CITY will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the CONSULTANT and CITY mutually deem necessary. The CITY does not warrant the accuracy or completeness of the information authored by third parties. The CONSULTANT is responsible for independently verifying the information contained in any documents provided.

7.4 The CITY and the CONSULTANT each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement. The CONSULTANT shall not assign or transfer its interest in this Agreement without written consent of the CITY.

7.5 To the greatest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the CITY, its officers, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or intentional wrongful misconduct by the CONSULTANT, any sub-consultant or any other person or organization employed or utilized by CONSULTANT to perform or furnish any of the services required under this Agreement, or anyone for whose acts any of them may be liable. This indemnity will include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification also includes claims, damages, losses, and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required under this Agreement. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the CITY for its own negligence. This Indemnification provision will survive completion or termination of this Agreement.

7.6 Nothing in this Agreement will be interpreted as a waiver by the CITY of its rights, including the limitations of the waiver of immunity, as set forth in Section 768.28 of the Florida Statutes or any other statutes, and the CITY expressly reserves these rights to the fullest extent allowed by law. This provision will survive completion or termination of this Agreement.

7.7 The CONSULTANT recognizes that the registered persons practicing engineering with the CONSULTANT as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the CONSULTANT who performs consulting engineering services for the CITY pursuant to this Agreement or any particular Work Authorization will be liable in accordance with section 471.023(3) of the Florida Statutes.

7.8 The CONSULTANT agrees not to engage the services of any person or persons in the employ of the CITY to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.

7.9 Key personnel assigned to CITY projects by the CONSULTANT may not be removed from the projects until alternate personnel acceptable to the CITY are approved in writing by the CITY. Key personnel are identified as: Project Manager and technical experts.

7.10 The CONSULTANT shall attach a brief status report on the project(s) with each request for payment.

7.11 The CITY authorizes the City Manager—or designee—to administer the terms and conditions of this Agreement on behalf of the CITY and to make all managerial decisions on behalf of the CITY as they relate to the provisions of this Agreement. The City Manager will have the authority to transmit instructions, receive information, interpret and define the policy of the CITY and decisions pertinent to services covered by this Agreement. The City Manager has the right from time to time to designate such other employee of the CITY as the City Manager may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.

7.12 The services must be performed by the CONSULTANT to the reasonable satisfaction of the CITY and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, any duly executed Work Authorization, the prosecution fulfillment of the services under this Agreement and the character, quality, amount and value, which cannot be settled by mutual agreement of the Parties will be settled by recourse to litigation under Florida law in the appropriate court in Pinellas County, Florida. The Agreement will be governed by and construed under the laws of the State of Florida. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the above laying of venue of any such civil action or legal proceeding in such court. This provision will survive completion or termination of this Agreement.

7.13 If any subsequent legal action or other proceedings, including but not limited to any trial proceeding or appellate proceeding, are brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party will be entitled to recover all costs incurred, including reasonable attorneys', legal assistants', and experts' fees and costs prior to trial, at trial, and on appeal, in addition to any other relief to which such Party maybe entitled. No entity or person other than the Parties will have any legally enforceable rights under this Agreement or by reason of its existence, other than as explicitly set forth in this Agreement. This provision survives completion or termination of this Agreement.

7.14 The CONSULTANT warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The CONSULTANT recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the CONSULTANT is working for the residents of the CITY of Treasure Island, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the CONSULTANT shall in all of its relationships with the CITY pursuant to the provisions of this Agreement conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

7.15 The CONSULTANT and any sub-consultants understand and will comply with section 20.055(5) of the Florida Statutes and agree to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to that section.

7.16 The CONSULTANT acknowledges that the portion of its books and records related to its contracting activities with the CITY may become subject to inspection and copying under the Florida Public Records Act. The CONSULTANT agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The CONSULTANT agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
2. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONSULTANT, 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 CONSULTANT agrees that all records stored electronically will be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONSULTANT shall promptly provide the CITY with a copy of any request to inspect or copy public records that CONSULTANT receives and a copy of the CONSULTANT'S response to each request. The CONSULTANT understands and agrees that failure to provide access to the public records will be a material breach of the Agreement, its amendments, and Work Authorizations.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK, CITY OF TREASURE ISLAND
120 – 108TH AVENUE
TREASURE ISLAND, FLORIDA 33706
PHONE: (727)-547-4575
FAX: (727)-547-4582
RNICKERSON@MYTREASUREISLAND.ORG**

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

7.17 CONSULTANT has been made aware of Sections 287.133, 134 and 135 of the Florida Statutes, and the CITY's requirement that the CONSULTANT has complied with these sections in all respects prior to and will comply with these sections in all respects during the term of this Agreement.

7.18 It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

7.19 The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into

this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any party, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Agreement has been made to an adverse party and that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital. This Agreement will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Agreement will be construed more strictly against any Party.

All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

7.21 Each party acknowledges and agrees that the covenants under this Agreement, together with the consideration exchanged under this Agreement, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Agreement and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Agreement. The Parties acknowledge and agree that each has received and reviewed a copy of this Agreement in the presence of their respective, independent counsel retained by them. Each party understands the purport, tenor, and effect of this Agreement, and has entered into this Agreement freely and voluntarily.

7.22 Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth in this Agreement.

8.0 COMPENSATION

8.1 The CONSULTANT will be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Authorization, upon presentation of CONSULTANT'S invoice. An hourly rate schedule and typical methods of compensation are attached as Exhibit "B". The amount of compensation paid to the CONSULTANT will in no event exceed the amount set forth in the Work Authorization. The amount of per diem and travel expenses paid by the CITY to the CONSULTANT will be limited to the extent set forth in section 112.061 of the Florida Statutes.

8.2 Except as may be addressed in the initiating Work Authorization, the compensation for services will be invoiced by the CONSULTANT and paid by the CITY once each month. Such invoices will be due and payable upon receipt.

8.3 The CONSULTANT agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon

request of the CITY. Recognizing that the CITY is a public entity, the CONSULTANT shall provide all of the necessary documents and records to the CITY, and to any independent auditor of the CITY upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the CITY paying said compensation and expenses.

8.4 Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of CONSULTANT for any project which may fall within the Scope of Services listed in this Agreement.

9.0 REPRESENTATIONS

CITY REPRESENTATIONS: The CITY conducted public announcement, qualification, competitive selection and competitive negotiation procedures for an Agreement in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (RFQ 18-19-05) (the "RFQ") was publicly advertised on, February 1, 2019. Statements of Qualifications (SOQs) will be received by the deadline, including the CONSULTANT'S SOQ. The SOQs will be publicly opened on March 15, 2019. An Evaluation Committee will tentatively meet publicly on April 15, 2019 and will reach consensus on the shortlist ranking. The CITY will certify the short-listed firms, which may include the CONSULTANT, as qualified and authorize negotiation of the Agreement at a future public meeting.

CONSULTANT REPRESENTATIONS: The CONSULTANT submitted and stands behind its proposal in response to the above RFQ as accepted with the knowledge that the CITY is relying on the proposal as an inducement for entering into this Agreement. The CONSULTANT acknowledges that the CITY also relies upon the CONSULTANT's representations identified in this Agreement as an inducement for entering into this Agreement.

The CONSULTANT is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting planning and zoning services identified in this Agreement and the professional qualifications of the CONSULTANT was material inducement for the CITY to enter into this Agreement with the CONSULTANT.

The CONSULTANT, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a responsible professional relationship consistent with mutual confidence and fair dealing between CONSULTANT and the CITY.

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. CONSULTANT represents that it has complied with the provision of section 287.055(6) of the Florida Statutes.

The CONSULTANT currently has no potential or actual conflict of interest with respect to providing professional services to the CITY. The CONSULTANT agrees to notify the CITY in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the CITY. The CONSULTANT agrees that it will not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

The CONSULTANT acknowledges that the CITY, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the CONSULTANT acknowledges that the CITY often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the CONSULTANT pursuant to any duly executed Work Authorization will be in conformance with any and all grant or funding agreements.

10.0 PROHIBITION AGAINST CONTINGENT FEES

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

11.0 TERMINATION

This Agreement may be terminated by either party with seven (7) days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. A substantial failure to perform in accordance with the terms of this Agreement, includes but is not limited to the following: (a) failure to begin services authorized under any particular Work Authorization within the time specified in that Work Authorization, or (b) failure to properly and timely perform the services required under this Agreement or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONSULTANT or by any of CONSULTANT'S principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct. In the event of any such termination, the CITY is not obligated to make any further payments to CONSULTANT until such time as the CITY has determined all direct costs, expenses, losses and damages which the CITY may have incurred as a result of such default by CONSULTANT, whereupon the CITY shall be entitled to set off all costs, expenses, losses and damages so incurred by the CITY against any amounts due CONSULTANT for services properly performed.

12.0 SUSPENSION, CANCELLATION OR ABANDONMENT

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

13.0 TERMINATION OF CONVENIENCE

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

14.1 NOTICE

Any notice or other writings permitted or required to be delivered under the provisions of this Agreement must be in writing and must be delivered by sending the notice by personal delivery, electronic mail, U.S. regular mail, or U.S. express mail in any event with sufficient postage affixed, and addressed as follows:

If to CITY: City of Treasure Island
 Attention: Michael Munger, Purchasing Coordinator
 120 108th Avenue
 Treasure Island, Florida 33706
 Phone: (727)-547-4575
 Fax: (727)-547-4582
 mmunger@mytreasureisland.org

If to CONSULTANT:

Company: _____
Address: _____
Attention: _____
Phone: _____
Fax: _____
Email: _____

Either party may change said address by notice in writing to the other party in the manner provided in this Agreement.

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

**As To
CONSULTANT**

BY: _____

WITNESS:

Signature

Signature

Printed Name

Printed Name

City Manager:

**As To
CITY OF TREASURE ISLAND
ATTEST | City Clerk:**

Signature
Garry Brumback

Signature
Ruth Nickerson

Signature
Mayor - Lawrence Lunn

Approved as to form and sufficiency:

Signature
City Attorney - Jennifer Cowan

EXHIBIT C

CONSULTANT HOURLY RATES & CONDITIONS ADDENDUM

CONDITIONS PERTAINING TO CONSULTANT RATES:

ADDITIONAL EMPLOYEE CLASSIFICATIONS: If the CONSULTANT wishes to add additional employee classifications, the rates will undergo negotiation through the CITY. The CONSULTANT must provide sufficient justification for adding additional employee classifications.

ACTUAL RATE VARIATIONS: In the event that an employee's actual employee hourly cost is lower than the employee hourly cost for the employee classification presented in this Agreement, the CONSULTANT shall only charge the CITY for the employee's actual hourly cost.

TRUTH IN NEGOTIATIONS: All rates for the CONSULTANT under this contract must abide by the statements made in the Truth in Negotiation Certifications attached to this Agreement.

Signature: _____ Date: _____

Printed Name: _____

EXHIBIT D

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump sum or cost plus a fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Treasure Island (the City) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting. The truth of statements made in this Agreement may be relied on by the City and the undersigned is fully advised of the legal effect and obligation imposed on him/her by the execution of the instrument under oath.

The Consultant further agrees that the original agreement price and any additions will be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments must be made within (1) year following the end of the agreement. For purposes of this certificate, the end of the agreement will be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Printed Name of Consultant

Signature

Date

STATE OF _____

COUNTY OF _____

Date

The foregoing instrument _____ was acknowledged before me this _____ day of _____ 2019 _____ (name of the person whose name is being notarized) as the _____ (title) of _____ (name of corporation/entity), personally known to me as described herein or produced a _____ (type of identification) as identification.

Printed Name of Notary Public

My Commission Expires: _____

NOTARY SEAL ABOVE

EXHIBIT E

The City's Comprehensive Plan and Land Development Regulations can be accessed through the following links:

City of Treasure Island Current:

1. Comprehensive Plan – Please see link below:

<https://www.dropbox.com/sh/n3ym19t3oa3njel/AAA8pn5bOUYthMPIJDZ2b29fa?dl=0>

2. Land Development Code - Please see link below:

https://library.municode.com/fl/treasure_island/codes/code_of_ordinances

3. Future Land Use Map

http://www.mytreasureisland.com/departments/community_improvement/uploads/Treasure%20Island%20FLUM%20110515PDF

4. Zoning Map

http://www.mytreasureisland.com/departments/community_improvement/uploads/Treasure_Island_Zoning_Map_010615PDF

EXHIBIT F

Criteria for Evaluation:

1. The ability of professional personnel, including their pertinent training, skill and experience in relation to the proposed work (max 10 points)
2. Project approach (max 45 points)
3. Respondent's willingness to meet City time and budget requirements (max 25 points)
4. The location of the firm and the place from which the work is to be performed, and the ability to effectively communicate with City staff (max 5 points)
5. The recent, current, and projected workloads of the firm (max 5 points)
6. Past performance and experience on similar projects, particularly in coastal communities (preferably Florida) (max 10 points)

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