
CITY OF PAHOKEE

RFQ NO. 2021 - 01

CITY COMMISSION

Keith W. Babb, Jr., Mayor
Regina Bohlen, Vice Mayor
Clara "Tasha" Murvin, Commissioner
Juan Gonzalez, Commissioner
Sara Perez, Commissioner

GREG THOMPSON, INTERIM CITY MANAGER
GARY M. BRANDENBURG, CITY ATTORNEY

CITY OF PAHOKEE

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES, INCLUDING: ENGINEERING, INSPECTION, SURVEYING, MAPPING, GROUNDWATER, SURFACE WATER, WATER QUALITY, UTILITIES, LAND PLANNING, LAND DEVELOPMENT, LANDSCAPE ARCHITECT, TRANSPORTATION / TRAFFIC; FOR MULTIPLE CONTINUING CONTRACTS FOR THREE (3) YEARS, WITH THE POTENTIAL OF 2 ONE-YEAR RENEWALS

RFQ No. 2021 - 01

Opening Date and Time: October 8, 2021 at 12:00 p.m.

City of Pahokee is seeking engineering, CEI, surveying, mapping, groundwater, surface water, water quality, utilities, land planning, land development, landscape architect, transportation / traffic consultants interested in providing professional services in connection with City of Pahokee projects. Firms submitting must have expertise in providing at least one of the listed disciplines for governmental agencies. Proposers shall have some of the listed services available in-house or may propose multiple firms, which have joined together to provide the various required disciplinary services in order to offer all services. Individuals and firms properly registered in the State of Florida are encouraged to submit their qualifications for consideration. All submittals (see Part III, Submission Requirements) received in response to this RFQ will be reviewed by a City Evaluation Committee. In order to be considered, submittals must be received by the City Clerk staff at their offices at 207 Begonia Drive, Pahokee, FL 33476, by October 7, 2021 at 2:00 p.m., at which time all responses to this request will be recorded in the presence of one (1) or more witnesses.

The City intends to award continuing contracts to firms in each area of expertise listed and may award more than one contract for each discipline. The awards shall be given to the most highly qualified to perform the required services. In determining whether a firm is qualified, the City shall consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work undertaken by each firm. Firms selected by the City will provide professional services to the City on an as-needed basis, based upon Work Orders to be issued by the City under the continuing contracts. The contracts shall be for three (3) years unless terminated by the City in writing, with the City having the option to renew for two (2) additional one-year periods.

A copy of the proposed contract documents can be obtained from the City of Pahokee's City Clerk's office, by email at cityclerk@cityofpahokee.com, or by calling (561) 924-5534 ext. 2006.

The solicitation does not commit City of Pahokee to award any contracts, to pay any costs incurred in the preparation of a response to this RFQ, or to contract for any services. The City reserves the right to reject any or all submittals received as a result of this solicitation, or to cancel in part or in its entirety this RFQ, if it is in the best interest of the City to do so. The City may re-procure at the discretion of the Commission.

City of Pahokee is an Equal Opportunity Provider and Employer.

Si necesita la asistencia de un interprete que hable espanol para participar un esta reunion, por favor pongase en contacto con cityclerk@cityofpahokee.com al (561) 924-5534 ext. 2006.

SECTION I

GENERAL INFORMATION

All responses which comply with the requirements of this procurement will be considered.

Submittals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the response.

One (1) clearly identified original and three (3) copies (four (4) total) of your submittal are required along with an electronic version of the submittal on either a jump drive or CD. At least one (1) submittal must have an original signature. If only one original signature is submitted, please mark on the outside of the submittal which one is the original.

Submittals will be received by the Clerk's Office until 2:00 p.m. on October 7, 2021.

Submittals are to be mailed, hand delivered and/or Express Mailed to:

City Clerk
City of Pahokee
207 Begonia Drive
Pahokee, FL 33476

The submitting respondent is required to have printed on the outer sealed envelope or wrapping containing its submission, the procurement number, title, opening date and time, and its company name and address. Facsimile submissions will not be accepted.

Submittals received after the date and time specified above shall be returned to the sender unopened and will not be considered.

All Submittals shall remain in effect for a period of ninety (90) days after submittal deadline.

Respondents shall be fully acquainted with the conditions relating to the execution of work required in this procurement. Failure of the respondent to become acquainted with existing conditions and the scope of services will in no way relieve the respondent of any obligation with respect to its submittal.

SECTION II

BACKGROUND

Purpose: City of Pahokee ("City") is requesting submittals from qualified consultants for continuing contracts under Chapter 287.055, Florida Statutes.

Individuals or firms must have expertise in the discipline they are seeking to provide service. The professional must be properly registered to provide these services in the State of Florida. All submittals will be reviewed by a City Evaluation Committee, ranked and submitted to the City Commissioners for consideration.

A. SCOPE OF SERVICES

Engineering services shall include, but not be limited to:

- Identify utility services and provide technical assistance, when necessary for the coordination and/or negotiation with utility owners or other public agencies affected by the project, including utility plans, if necessary, for location adjustments.
- Surveying Work
- Provide Construction Engineering and Inspection (CEI) Services and Quality Assurance Engineering.
- Provide Construction Administration.
- Provide Geotechnical Services.
- Coordination with City, Contractor, utilities, and adjacent landowners.
- Attend bi-weekly construction meetings.
- Draft, Review and validate contract requirements.

B. ADDITIONAL SERVICES

The City also seeks qualified professionals proficient in:

- Mapping
- Groundwater
- Surface Water
- Water Quality
- Utilities
- Land Planning
- Land Development
- Landscape Architect
- Transportation / Traffic

C. ADDITIONAL REQUIREMENTS

Additional requirements of all consultants, as applicable:

- Prepare to serve as a consultant, witness or representative for the City in any public hearing, public information meeting or administrative proceeding involving the project. Such consultation and representation in connection with litigation or other legal proceeding involving the projects shall be covered under subsequent supplemental agreements.
- Assist the City in performing any inspections of facilities constructed under this Agreement after final acceptance of the work but prior to the expiration of any contractor's warranty periods imposed in construction contract documents.
- Perform services involving the preparation or rate schedules, earnings, and expense statements, feasibility studies, appraisals, evaluations or other similar detail analysis that are not normally required in the scope of the projects.
- Prepare drawings from field measurements or existing construction when required for planning additions or alterations thereto where they are not included in the original scope of the projects.
- Perform additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) prolongation of the construction contract time due to causes beyond the control of Consultant, (3) acceleration of the work schedule involving service beyond normal working hours, and (4) contract default due to delinquency of insolvency of the Contractor(s).
- Perform other than routine services when required by audit subsequent to the completion of the projects.
- Additional services not otherwise provided as may be determined as necessary to accomplish the projects and authorized in writing by the City. Compensation for additional services or additional work is subject to negotiations between the City and the Consultant.

Any questions regarding this RFQ or services sought by this solicitation may be directed to:

Tijauna Warner, City Clerk
Telephone: (561)924-5534 ext. 2006
Email: cityclerk@cityofpahokee.com

ALL CONSULTANTS shall hold all State, Federal and County/City licenses required to perform the above referenced scope of work. This Consultant shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. The City expressly desires the Consultant to keep all the files and records that pertain to the solicitation to relieve the City of the task of filing and record keeping.

SECTION III

SUBMISSION REQUIREMENTS

Respondents should include the following information in their submittals in the exact order listed here with separating page tabs in an 8.5 by 11 page format. PLEASE INCLUDE THE PAGE TABS so that those evaluating your submittal can compare each section with others that are submitted.

Tab 1: Letter of Interest: A letter stating your interest in this project signed by the person who will have contract authority over this project and stating that the contents of the submittal are true and accurate. Provide an overview of the key areas of the proposal and summarize the proposer's position as to why the company should be selected. Please state in this letter that you can meet the insurance/bonding requirements of the City and that you are willing to execute a standard agreement with City of Pahokee, Florida.

Tab 2: Professional Experience: Describe experience completing most recent and similar work for other entities in the area of expertise of consultant, including contract amounts and dates of at least five past and current projects. Also, include short bios of key staff to be **assigned** to the project.

Tab 3: Approach: Indicate your current workload and the availability of resources within your organization to perform the City work. Describe any innovative or value-added processes or approaches that may be applicable to this project.

Tab 4: Company Background/Location/Related Services: Description of Firm, including the location (office) from which the project will be administered, the location (office) where the contract authority resides, and the location of individuals anticipated to be assigned to this project. Include an organization chart showing the working relationship of project personnel to the management structure.

Tab 5: References: Include the name of a responsible individual, address, phone number, fax number and email (if available) of three (3) client references for most similar projects.

Tab 6: Forms:

- Attachment 1 – Proposer's Certification;
- Attachment 2 – Proposer's Qualification Questionnaire;
- Attachment 3 – Completed Projects;
- Attachment 4 – Current Projects;
- Attachment A – No Lobbying Affidavit;
- Attachment B – Anti-Collusion & No Gifts Affidavit;
- Attachment C – Public Entity Crime Affidavit;
- Attachment D – Conflict of Interest Disclosure Form;
- Attachment E – Immigration Law Certification;
- Attachment F – Drug-Free Workplace Certification;
- Attachment G – Exceptions to Solicitation (if needed)

SECTION IV

CONTRACTUAL REQUIREMENTS

CONTRACTS: A sample copy of the contract document may be obtained by contacting City Clerk at (561) 924-5534 ext. 2006.

FLORIDA LAW CLAUSE: Upon award of a contract under this RFQ, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in City of Pahokee. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in City of Pahokee, by submission of a signed RFQ response the offeror agrees to subject itself to the jurisdiction and process of the Courts of Palm Beach County, as to all matters and disputes arising or to arise under any contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.

AFFIRMATIVE ACTION: The offeror will comply with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.

PRIME VENDOR RESPONSIBILITIES: The offeror will be required to assume sole responsibility for the complete effort as required by this RFQ. The City will consider the offeror to be the sole point of contact with regard to contractual matters.

SPECIAL REQUIREMENTS: The offeror agrees to use the required materials and forms required by any agency of the government that is supplying funding for any of the City projects. The contract with the City will require adherence to any terms required in standard agency engineering contracts.

SECTION V

EVALUATION OF THE SUBMITTALS

Request for Qualifications will be reviewed in accordance with Chapter 287.055, Florida Statutes.

PLEASE NOTE THAT QUALIFICATIONS WILL BE EVALUATED ON CONTENT, NOT VOLUME. Points will be deducted for not following instructions. – Submittals should be limited to no more than 30 pages, not including required attachments.

The selection of the consultant firms is intended to be completed in accordance with Florida Statutes 255.20.

The City will comprise a committee in order to review the qualifications submitted and will rank the firms accordingly. **The City will not allow the same firm who designed the project to perform the construction engineering and inspection services for this construction project.**

Submitting firms will be ranked by a committee on general understanding and approach (25 points), professional experience (30 points), project personnel (25 points), past projects previously awarded (10 points), and location relative to the City of Pahokee (10 points). Oral Presentations may or may not be necessary.

The City will negotiate price with the highest ranking firms. If unable to reach an agreement with the highest ranking firm, the City may commence negotiations with the next highest ranking firm, until all City needs are met.

SECTION VI

REJECTION OF PROPOSALS

6-1. REJECTION OF PROPOSALS

The City Commission may cancel the Request for Qualifications or reject any or all of the responses.

The City reserves the right to cancel the award of any contract at any time before the execution of the contract by all parties, with no compensation due to the respondent.

6-2. CORRECTION OR WITHDRAWAL OF RESPONSES; MATERIAL MISTAKES; CANCELLATION OF AWARDS.

- A. Mistakes discovered before the Competitive Procurement opening may be modified or withdrawn by written notice by the respondent received in the office designated in the procurement notice prior to the time set for opening.
- B. After the Competitive Procurement opening, corrections of mistakes shall be permitted only to the extent that the vendor can show by clear and convincing evidence that a Material Mistake of a factual or mathematical nature was made, the nature of the mistake, and the price actually intended. The assigned unit price, when applicable, will be the determining factor when an extension price is in error. In place of correction, a low bidder establishing a Material Mistake of a factual or mathematical nature may be permitted to withdraw its bid if:
 - 1. The response was submitted in good faith;
 - 2. The magnitude of the error made would make enforcement a severe hardship;
 - 3. The miscalculation was not the result of gross negligence;
 - 4. The error was reported immediately to the City; and

It is not later than twenty-four (24) hours after the Competitive Procurement opening, except that if the following day is not a business day for the City. In such case, a withdrawal may be made until 12:00 noon the next City business day.

All decisions to permit the correction or withdrawal of responses, or to cancel awards or contracts based on Material Mistakes, shall be supported by a written determination.

SECTION VII

GENERAL NOTES

E- VERIFY

Vendors/Contractors:

- A. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- B. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

SECTION VIII

LOCAL PREFERENCE

Some of the work assigned to the successful party may be federally or state funded, precluding the application of local preference.

Therefore, local vendor preference will **NOT** apply to this solicitation.

SECTION IX

MISCELLANEOUS

- A. **No Lobbying:** All respondents are hereby placed on notice that any communication, whether written or oral, with City of Pahokee elected officials or any City staff or outside individuals working with the City in respect to this procurement (with the exception of the Contract/Purchasing personnel designated to receive requests for interpretation or corrections or technical questions) **is prohibited**. These persons shall not be lobbied, either individually or collectively, regarding any invitation to bid, proposals, qualifications and/or any other solicitations released by the City. **To do so is grounds for immediate disqualification from the selection process.** All respondents must submit the attached No Lobbying Affidavit with their submittal stating that they and their subcontractors, sub-consultants and other agents agree to abide by the no lobbying restrictions in order to be considered for this request. Any respondent that does not submit the required No Lobbying Affidavit will be automatically disqualified from further consideration.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

- B. **Collusion, Gratuities and Kickbacks:** It shall be unethical for any respondent to collude with any other respondent or offer, give or agree to give any City Commission member, City employee or City representative (including selection committee members) a gift, gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of the procurement process.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

- C. **Modifications:** The City reserves the right to modify, alter or change the scope or other aspects of this solicitation.
- D. **Level Playing Field:** The contents of this solicitation are intended to provide a level playing field on which firms or individuals may base their responses.
- E. **Public Entity Crime Affidavit:** As provided by Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a Public Entity, may not submit a bid on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor

list. Any person must notify the City within 30 days after a conviction of a Public Entity Crime applicable to that person or to an affiliate of that person.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

- F. **Conflict of Interest:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their submission the name of any officer, director, employee or agent who is also a public officer, employee or an agent thereto.

Furthermore, all respondents must disclose the name of any City officer, employee or agent who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its parent companies or subsidiaries.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

- G. **Immigration Laws:** Respondents must comply with all applicable immigration laws in their employment practices.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

- H. **Tie Proposals:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to quality and cost of service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie proposals will be followed if none of the tied vendors has a drug-free workplace program.

NOTE: For respondents' convenience, this certification form is enclosed and made a part of the procurement package.

**ATTACHMENT 1
PROPOSERS'S CERTIFICATION**

RFQ No. _____

I have carefully examined this Request for Qualifications (RFQ), which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda.

Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

I hereby propose to provide the services requested in the subject procurement and, if awarded the project, to enter into a contract with the City. I agree that the terms and conditions of the City's procurement document shall take precedence over any conflicting terms and conditions submitted with my response and agree to abide by all conditions of the procurement document, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the City may not accept the response due to any exceptions.

I certify that all information contained in my response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

Name of Business

Mailing Address

City, State & Zip Code

Authorized Signature

Telephone Number/Fax Number

Name & Title, Printed

Email Address

State of Florida
County of _____

This foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary Public – State of Florida

**ATTACHMENT 2
PROPOSER'S QUALIFICATION QUESTIONNAIRE**

RFQ No. _____

Contractor must be certified/licensed by the State of Florida prior to submitting the type of work required by this project.

SUBMITTED BY: _____ () Individual
Company
_____ () Partnership
Street or PO Box
_____ () Corporation
City, State & Zip Code
_____ () Joint Venture
Phone/Fax/Email

The undersigned guarantees the truth and accuracy of all statements and all answers to questions hereinafter made.

1. Person to Contact _____ Title _____
Telephone # _____ Fax # _____ Email _____

2. How many years has your organization been in business as a licensed Contractor under your present name: _____ Year established : _____

3. Under what other names has your organization operated? _____

4. List below the names, titles and addresses of officers, owners and partners:

5. Prepare a list as indicated on Attachment 3 – Completed Projects (attached) of the last five (5) projects of this type your organization has completed.

6. Prepare a list as indicated on Attachment 4 – Current Projects (attached) of projects of this type that your organization is currently engaged in.

Have you ever failed to complete any work awarded to you? _____

When? _____

Where? _____

Why? _____

**ATTACHMENT 3
COMPLETED PROJECTS**

RFQ No. _____

1. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

**ATTACHMENT 3
COMPLETED PROJECTS
(Continued)**

4. Project Title and Location _____
Your Contract Amount _____
Contractor or Sub _____
Required Completion Date _____
Actual Completion Date _____
Owner's Contact's Name, Address & Phone Number _____

5. Project Title and Location _____
Your Contract Amount _____
Contractor or Sub _____
Required Completion Date _____
Actual Completion Date _____
Owner's Contact's Name, Address & Phone Number _____

**ATTACHMENT 4
CURRENT PROJECTS**

RFQ No. _____

1. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

**ATTACHMENT 4
CURRENT PROJECTS
(Continued)**

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

**ATTACHMENT A
NO LOBBYING AFFIDAVIT**

RFQ No. _____

STATE OF FLORIDA
COUNTY OF _____

This _____ day of _____, 2021, _____
being first duly sworn, deposes and says that he/she is the authorized representative of
_____ (name of contractor, firm or individual),
respondent to the attached invitation to bid, proposal or qualifications and/or any other
solicitation issued by City of Pahokee, and that the respondent and any of its agents agrees
to abide by the City of Pahokee no lobbying restrictions in regard to this solicitation.

Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
2021, by _____.

Signature of Notary Public
State of Florida

Print, Type or Stamp Commissioned
Name and expiration date

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

**ATTACHMENT B
ANTI-COLLUSION & NO GIFTS AFFIDAVIT**

RFQ No. _____

STATE OF FLORIDA
COUNTY OF _____

_____ being first duly sworn, deposes and says that he/she is the authorized representative of _____ (name of respondent) and certifies as true the following statements.

Anti-collusion statement: The respondent has not divulged to, discussed, or compared his/her/its submission with other respondents and has not colluded with any other respondent or parties to the solicitation whatsoever.

No gifts statement: The respondent understands that no rebates, gifts, gratuities or offers of employment are permitted with, prior to, or after the submission. Any such violation will result in rejection of the submission and removal from the procurement list(s).

Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2021, by _____.

(seal)

Signature of Notary Public
State of Florida

Print, Type, or Stamp Commissioned
Name and expiration date

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT C

PUBLIC ENTITY CRIME AFFIDAVIT

RFQ No. _____

Public Entity Crime Affidavit: As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to CITY OF PAHOKEE, FLORIDA

by: _____

(print individual's name and title)

for: _____

(print name of entity submitting sworn statement) whose business address is:

2. I understand that a "Public Entity Crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a Public Entity Crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a Public Entity Crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a Public Entity Crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a Public Entity Crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a Public Entity Crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a Public Entity Crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a Public Entity Crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 2021.

Personally known _____ OR Type of Identification Produced: _____

Notary Public – State of Florida
My Commission Expires: _____

SEAL OR STAMP

ATTACHMENT D
RFQ No. _____ CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents must disclose if any City of Pahokee Board of City Commissioners' employee(s), elected official(s), or any of its agents is also an owner, corporate officer, director, employee, agent, etc., of their business.

Indicate either "yes" (a City employee, elected official or agent is associated with your business) or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

Name(s)

Position(s)

Firm Name: _____

By (Printed): _____

By (Signature): _____

Title: _____

Address: _____

Phone Number: _____

**ATTACHMENT E
IMMIGRATION LAW CERTIFICATION**

RFQ No. _____

City of Pahokee will not intentionally award City contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the Immigration and Nationality Act ("INA")).

City of Pahokee may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by City of Pahokee.

Respondent attests that it is fully compliant with all applicable immigration laws, specifically relating to the INA and subsequent amendments.

Company Name

Signature

Title

Date

STATE FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2021,
by _____ who is personally known _____ or has produced
_____ as identification.

Notary Public – State of Florida

(stamp)

RFQ No. _____

**ATTACHMENT F
DRUG-FREE WORKPLACE CERTIFICATION**

THE BELOW SIGNED respondent CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, 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 associated with this project 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 associated with this project, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____ Signature: _____

Company: _____ Name: _____

Address: _____ Title: _____

Phone Number: _____

**ATTACHMENT G
EXCEPTIONS TO SOLICITATION**

RFQ No. _____

Each respondent may copy this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if respondent is unable to supply the specified item or chooses to provide the specified item in an alternative manner. The City shall be the sole judge of a proposed substitution equivalency.

<u>Specification</u>	<u>Page</u>	<u>Item</u>	<u>Not Available/Explanation</u>
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CONTINUING AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this **ENTER DAY** day of **ENTER MONTH**, **ENTER YEAR**, by and between **ENTER CONSULTANT'S NAME AND IF NOT AN INDIVIDUAL PROVIDE NATURE OF ORGANIZATION (E.G., A FLORIDA CORPORATION)**, **ENTER CONSULTANT'S ADDRESS**, hereinafter called the "CONSULTANT," and City of Pahokee, a municipality existing under the laws of the State of Florida, 207 Begonia Drive, Pahokee, FL 33476, FL 33440, hereinafter called the "CITY."

WHEREAS, the CITY desires to engage a consulting firm to provide and furnish the CITY with PROFESSIONAL SERVICES as further described hereinafter concerning the PROJECT to be referred to and identified as: **ENTER BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED**; and

WHEREAS, the CONSULTANT hereby certifies that CONSULTANT has been granted and possesses a valid, current license to do business in the State of Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the PROFESSIONAL SERVICES to be provided and performed by the CONSULTANT pursuant to this Agreement; and

WHEREAS, the CONSULTANT has reviewed the PROFESSIONAL SERVICES required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth; and

WHEREAS, the selection and engagement of the CONSULTANT has been made by the CITY in accordance with the provisions of the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes).

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that by mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of the foregoing Whereas clauses, which are adopted by the parties, and the following:

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

CONSULTANT hereby agrees to provide and perform the PROFESSIONAL SERVICES as set forth in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", which EXHIBIT "A" is attached hereto and made a part of this Agreement.

This is a continuing contract procured pursuant to the provisions of Section 287.055, Florida Statutes, and shall commence on _____, and continue for three years, until _____. CITY may extend this contract for two (2) additional one-year periods.

ARTICLE 2.00 - DEFINITIONS

The following definition of terms associated with this Agreement are provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 ADDITIONAL SERVICES

The term ADDITIONAL SERVICES shall refer to such PROFESSIONAL SERVICES as the CITY may request and authorize, in writing, the CONSULTANT to provide and perform relative to this Agreement, which are not specified in the Work Order. ADDITIONAL SERVICES shall be authorized by the execution by both parties to this Agreement of a CHANGE ORDER Agreement.

2.02 WORK ORDER

The term WORK ORDER shall refer to the PROFESSIONAL SERVICES set forth and required pursuant to this Agreement and as described in further detail in the instructions to CONSULTANT to undertake a specific defined scope of work in each WORK ORDER issued by the CITY.

2.03 CHANGE ORDER

The term CHANGE ORDER shall refer to a written document, CHANGE ORDER AGREEMENT, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon Scope of Professional Services and Tasks, Compensation and Method of Payment, or Time and Schedule of Performance as such were set forth and agreed to in the WORK ORDER, ADDITIONAL SERVICES, or previous CHANGE ORDERS issued thereto. The CHANGE ORDER document shall set forth the authorized changes to the: scope of professional services, tasks, work or materials to be performed or provided by the CONSULTANT; the compensation and method of payment; the schedule or time period for performance and completion; and the guidelines, criteria and requirements pertaining thereto.

The amount of the change in contract compensation and time set forth in any and all CHANGE ORDERS executed and issued under this Agreement shall be understood and agreed by both Parties to this Agreement to be fair, equitable, adequate and complete. The changed compensation shall be understood and agreed to be the total of all costs associated with or impacted by the CHANGE ORDER including, but not limited to any and all direct costs, indirect costs and associated costs which may result from or be caused by the Change Order, and shall be understood and agreed to include a fair, equitable and adequate adjustment to cover the CONSULTANT'S general administrative and overhead costs and profit.

In the event the CITY decides to delete all, or portions, of the Scope of Professional Services, Task(s), or Requirements set forth in the initial WORK ORDER, ADDITIONAL SERVICES, or CHANGE ORDERS, the CITY may do so by the unilateral issuance of a written CHANGE ORDER to the CONSULTANT. Such a unilaterally issued CHANGE ORDER shall set forth, if appropriate, (1) an agreement by both the CITY and the CONSULTANT establishing changes in

the amount of compensation to be paid the CONSULTANT as a result of the deletion or decrease in services required, or (2) in the absence of such an agreement concerning compensation, the unilaterally issued CHANGE ORDER shall be based upon the schedule of compensation set forth in Exhibit "D". The failure on the part of the CONSULTANT to execute a CHANGE ORDER issued unilaterally by the CITY to effect a deletion or decrease in the services required shall have no effect on or otherwise prevent the CITY from exercising its rights to direct the stated deletion or decrease in the services to be provided or performed by the CONSULTANT.

2.04 CONSULTANT

The term CONSULTANT shall refer to the individual or firm offering professional services, including services and/or work of SUB-CONSULTANTS and SUBCONTRACTORS, required under the covenants, terms and provisions contained in this Agreement and any and all CHANGE ORDERS thereto.

2.05 CITY

The term CITY shall refer to City of Pahokee, a municipality of the State of Florida, and any official and/or employee thereof who shall be duly authorized to act on the CITY'S behalf relative to this Agreement.

2.06 LUMP SUM FEE(S)

LUMP SUM FEE(S), hereinafter identified as L.S., are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the CONSULTANT as may be required and/or necessary to complete each and every task set forth in the WORK ORDER, or as may be set forth in subsequent ADDITIONAL SERVICES and/or CHANGE ORDERS agreed to in writing by both parties to this Agreement.

2.07 NOT-TO-EXCEED FEE(S)

When all, or any portion, of the CONSULTANT'S compensation to provide and perform the services and work necessary and required pursuant to the Tasks set forth in the WORK ORDER, and any CHANGE ORDERS and ADDITIONAL SERVICES authorized thereto, is established to be made on a NOT-TO-EXCEED (N.T.E.) amount basis, it is mutually understood and agreed that such compensation for each completed Task shall be made on the following basis:

For the actual hours necessary, required, and expended by the CONSULTANT'S professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Exhibit "D", attached hereto and made a part of this Agreement and any CHANGE ORDERS authorized thereto; and

For the actual necessary, required and expended non-personnel reimbursable expenses and

costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Exhibit "D", attached hereto and made a part of this Agreement and any CHANGE ORDERS authorized thereto; and

With the understanding and agreement that the CITY shall pay the CONSULTANT for all such costs and expenses within the established NOT-TO-EXCEED amount subject to the CONSULTANT presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the CITY covering all such costs and expenses; and

Absent circumstances beyond the control of CONSULTANT, CONSULTANT shall not be paid more than the total NOT-TO-EXCEED amount and should this amount be reached prior to completion of the Project, CONSULTANT shall complete all required services without further compensation and shall be entitled to payment of retainage only upon final completion of the Project; and

With the understanding and agreement that the CONSULTANT'S invoices and all payments to be made for all NOT-TO-EXCEED amounts shall be subject to the review, acceptance and approval of the CITY; and

With the understanding and agreement that when the CONSULTANT'S compensation is established on a NOT-TO-EXCEED basis for a specific WORK ORDER the total amount of compensation to be paid the CONSULTANT to cover all personnel costs, non-personnel reimbursable expenses and costs and SUB-CONSULTANT and SUBCONTRACTOR costs for any such specific WORK ORDER shall not exceed the amount of the total NOT-TO-EXCEED compensation established and agreed to for each WORK ORDER. In the event the amount of compensation for any WORK ORDER the CONSULTANT is entitled on the NOT-TO-EXCEED basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the NOT-TO-EXCEED amount established for the specific WORK ORDER, it is understood and agreed that any unexpended amount under a specific WORK ORDER may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other WORK ORDER.

2.08 PROFESSIONAL SERVICES

The term PROFESSIONAL SERVICES shall refer to all of the services, work, materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the CONSULTANT and its employees and any and all SUB-CONSULTANTS and SUBCONTRACTORS the CONSULTANT may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.

2.09 PROJECT

The term PROJECT shall refer to such facility, system, program or item as described in the WORK ORDERS issued under this Agreement.

2.10 PROJECT MANAGER

The term PROJECT MANAGER shall refer to the person employed or retained by the CITY and designated, in writing, to serve and act on the CITY'S behalf to provide direct contact and communication between the CITY and CONSULTANT with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONSULTANT pursuant to this Agreement and such written CHANGE ORDER(S) as are authorized. The PROJECT MANAGER is not authorized to, and shall not, issue any verbal or written request or instruction to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Professional Services to be provided and performed by the CONSULTANT; (2) time the CONSULTANT is obligated to commence and complete all such services; or (3) amount of compensation the CITY is obligated or committed to pay the CONSULTANT. The PROJECT MANAGER shall review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed, and reimbursable costs and expenses, as provided for in this Agreement and approved CHANGE ORDER(S).

2.11 SUB-CONSULTANT

The term SUB-CONSULTANT shall refer to any individual or firm offering PROFESSIONAL SERVICES which is engaged by the CONSULTANT to assist the CONSULTANT in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide and perform under this Agreement. The CITY shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the CONSULTANT and any SUB-CONSULTANT.

2.12 SUBCONTRACTOR

The term SUBCONTRACTOR shall refer to any individual, company or firm providing other than PROFESSIONAL SERVICES which is engaged by the CONSULTANT to assist the CONSULTANT in providing and performing services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide and perform under this Agreement. The CITY shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the CONSULTANT and any SUBCONTRACTOR.

2.13 TIME AND MATERIALS

TIME AND MATERIALS means the actual manhours spent working on the PROJECT multiplied by the hourly rate applicable to that person, plus the actual costs incurred for materials utilized on the Project, without mark-up. Hourly rates are set forth in Exhibit "D".

ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the CONSULTANT with respect to all the BASIC SERVICES and ADDITIONAL SERVICES authorized pursuant to this Agreement shall include, but not be limited to, the following:

3.01 LICENSES

The CONSULTANT agrees to obtain and maintain throughout the period of this Agreement in effect all such licenses as are required to do business in the State of Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the PROFESSIONAL SERVICES provided and performed by the CONSULTANT pursuant to this Agreement.

3.02 PERSONNEL

(1) QUALIFIED PERSONNEL

The CONSULTANT agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all BASIC SERVICES and ADDITIONAL SERVICES to be provided pursuant to this Agreement.

(2) CONSULTANT'S PROJECT DIRECTOR

The CONSULTANT agrees to employ and designate, in writing, a qualified and, if required by law, licensed professional to serve as the CONSULTANT'S Project Director. The CONSULTANT'S Project Director shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement thereto. The CONSULTANT'S Project Director shall have full authority to bind and obligate the CONSULTANT on any matter arising under this Agreement unless substitute arrangements have been furnished to the CITY in writing. The CONSULTANT agrees that the Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the CONSULTANT throughout the entire period this Agreement is in effect. The person selected by the CONSULTANT to serve as the CONSULTANT'S Project Director shall be subject to the prior approval and acceptance of the CITY.

(3) REMOVAL OF PERSONNEL

The CONSULTANT agrees, within thirty (30) calendar days of receipt of a written request from the CITY, to promptly remove and replace the CONSULTANT'S Project Director, or any other personnel employed or retained by the CONSULTANT, or personnel of the SUBCONSULTANT(S) or SUBCONTRACTOR(S) engaged by the CONSULTANT to provide and/or perform services and/or work pursuant to the requirements of this Agreement, who the CITY shall request, in writing, be removed, which request may be made by the CITY with or without cause.

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the CITY. Time is of the essence for all of the duties and obligations contained in this Agreement thereto as is consistent with the standards set forth in 3.04. The CITY may suffer damages in the event that the CONSULTANT does not accomplish and complete the required services in a timely manner. The CONSULTANT agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all BASIC SERVICES and ADDITIONAL SERVICES will be provided, performed and completed in a timely and diligent manner throughout.

3.04 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the CONSULTANT and by any SUB-CONSULTANT(S) and/or SUBCONTRACTOR(S) engaged by the CONSULTANT as set forth in the description of Professional Services, Exhibit "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this PROJECT and which are in effect at the time the CITY approves this Agreement, or which may subsequently be changed or revised. Any subsequent change or revision to such laws, rules, regulations, ordinances, codes, policies, standards or other guidelines which requires the CONSULTANT to provide and/or perform work and/or services which are significantly different from that set forth in the Scope of Professional Services, Exhibit "A", shall serve as a basis for the CITY to consider the development and issuance of a CHANGE ORDER to provide for a change to, or ADDITIONAL SERVICES to, the services set forth in the Agreement.

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT

The CONSULTANT agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other

services, work and materials performed, provided, and/or furnished by CONSULTANT or by any SUB-CONSULTANT(S) and/or SUBCONTRACTOR(S) retained or engaged by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of CONSULTANT or any SUB-CONSULTANT(S) or SUBCONTRACTOR(S) engaged by the CONSULTANT.

(2) CITY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, or acceptance by the CITY of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the CONSULTANT, or any SUB-CONSULTANT(S) or SUBCONTRACTOR(S) engaged by the CONSULTANT, shall in any way relieve CONSULTANT of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all SUB-CONSULTANTS and/or SUBCONTRACTORS engaged by the CONSULTANT to provide and perform services in connection with this Agreement. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the CONSULTANT'S services, work and materials shall be construed to operate as a waiver of any of the CITY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.06 INDEMNITY

For and in consideration of receipt of \$10.00 and other good and valuable consideration, which is included in the amount paid to CONSULTANT in Article 5.00, CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

3.07 NOT TO DIVULGE CERTAIN INFORMATION

CONSULTANT agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without CITY'S prior written consent, or unless incident to the proper performance of CONSULTANT'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT or any SUB-CONSULTANT(S) or SUBCONTRACTOR(S) pursuant to this Agreement. CONSULTANT shall require all of its employees, SUB-

CONSULTANT(S) and SUBCONTRACTOR(S) to comply with the provisions of this paragraph.

3.08 RESERVED.

3.09 RESPONSIBILITY FOR ESTIMATES

(1) In the event the services required pursuant to this Agreement include the CONSULTANT preparing and submitting to the CITY cost estimates, the CONSULTANT, by exercise of its experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under the Agreement and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates. For purposes of the Liability Provisions of this Article only, the CONSULTANT'S estimate(s) shall be considered valid and effective for a period of six (6) months from the date of the CITY'S acceptance of the estimate(s).

(2) The cost estimates of CONSULTANT or SUB-CONSULTANTS engaged by CONSULTANT, for the appraisal or valuation of property or easements, or the estimate of damages or costs associated with the acquisition of property or easements are exempted from the provisions of Article 3.09.

(3) Cost Estimates

(A) ORDER OF MAGNITUDE ESTIMATE

This is an approximate estimate made without detailed engineering data. Examples include, but are not limited to, an estimate from cost capacity curves, an estimate using scale-up or scale-down factors, and an approximate ratio estimate. This type of estimate shall be accurate within plus fifty percent (50.0%). If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation and development of the Order of Magnitude Estimate shall be recoverable by the CITY.

(B) BUDGET ESTIMATE

Budget in this case applies to the CITY'S budget and not to the budget as a project controlled document. A budget is prepared with the use of flowsheets, layouts, and equipment details. This type of estimate shall be accurate within plus twenty-five percent (25.0%). If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation and development of the Budget Estimate shall be recoverable by the CITY.

(C) CONSTRUCTION COST ESTIMATE

A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of well-defined engineering data and on detailed information set forth in specifications, designs or drawings which are to be used as a basis for obtaining bids or price proposals for constructing the Project. This type of estimate shall be accurate within plus or minus ten percent (10%) of the cost of the construction of the Project. The accuracy and reliability of a Construction Cost Estimate is vital to the CITY'S interests because it may be used for such purposes as, but not limited to the following: budgeting, obtaining, allocating or obligating funds for the Project; evaluating and determining the reasonableness and acceptableness of bids or price proposals for construction projects; or establishing the assessment amounts for Municipal Service Benefit Units (M.S.B.U.).

In the event the CITY solicits and receives bids or price proposals from contractors on a construction project based on specifications, design, drawings and a Construction Cost Estimate prepared by the CONSULTANT, and the lowest bid or price proposal, submitted by a responsive and responsible bidder or proposer, which bid or price proposal exceeds the amount of the CONSULTANT'S Construction Cost Estimate by more than the percent accuracy set forth hereinabove, the CONSULTANT shall, upon notification by the CITY, assume responsibility for and proceed to provide and perform the following service without additional compensation:

The CONSULTANT will, subject to the review and approval of the CITY, modify at its expense the specifications, design, drawings and related bidding and contract documents to the extent necessary to reduce the anticipated construction costs so that the re-solicitation of bids or price proposals will realize bids or price proposals being received that are within the range of accuracy established for the Construction Cost Estimate prepared by the CONSULTANT. Any such modifications made by the CONSULTANT shall not conflict with the functional or operational requirements established by the CITY for the PROJECT and set forth in the Agreement or Change Order(s) or SUPPLEMENTAL TASK AUTHORIZATION(s) issued thereto, nor shall any such modifications conflict with established rules, regulations, requirements or professional standards pertaining to the design, specifications or drawings prepared by the CONSULTANT, nor shall such modifications adversely affect the safe use or operation of the constructed project.

In the event (1) the CONSULTANT'S modification of the design, specifications, drawings and related bidding and contract documents, and (2) the re-solicitation of bids or price proposals do not result in bids or price proposals being received from a responsive and responsible bidder or proposer that are within the established percent accuracy of the

CONSULTANT'S Construction Cost Estimate, the costs associated with the CONSULTANT'S preparation and development of the Construction Cost Estimate shall be recoverable by the CITY by an appropriate reduction in the CONSULTANT'S invoice requesting payment for services rendered.

For determination of compliance with the accuracy requirement established for the Construction Cost Estimate prepared by the CONSULTANT, the amount of the Construction Cost Estimate submitted by the CONSULTANT shall be adjusted from the date the Construction Cost Estimate was received by the CITY until the date bids or price proposals are received by the CITY, by applying the percent change in the "20 Cities Cost Index" as published in the ENR (formerly ENGINEERING NEWS-RECORD) a McGraw-Hill, Inc. publication.

If, in response to its solicitation, the CITY receives less than three bids or priced proposals for a project, there is the potential that such bids or priced proposals may not be a realistic representation of the costs expected to be associated with the project. If under such circumstances, and if in the professional judgment of the CONSULTANT, the low bid or the low priced proposal received from a responsive bidder or proposer does not realistically represent the costs associated with the Project, the CONSULTANT may deem it appropriate to recommend the CITY reject any such bid(s) or priced proposal(s). If under such circumstances the CITY concurs with the CONSULTANT'S recommendation and rejects the bid(s) or priced proposal(s), the CITY will not hold the CONSULTANT responsible to, nor will the CITY require the CONSULTANT to, modify the specifications, design, drawings and related bidding and contract documents as set forth hereinbefore.

3.10 PERMITS

The CONSULTANT will be responsible for preparing and submitting all required applications and other supporting information necessary to assist the CITY in obtaining all reviews, approvals and permits, with respect to the CONSULTANT'S design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be covered by a check issued by the CITY and made payable to the respective governmental body upon the CONSULTANT furnishing the CITY satisfactory documentation of such fees. The CONSULTANT will be similarly responsible for preparing and submitting all required applications and other supporting information necessary to assist the CITY in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The CITY shall, at the CONSULTANT'S request, assist in obtaining required signatures and provide the CONSULTANT with all information known to be available to the CITY so as to assist the CONSULTANT in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

3.11 ADDITIONAL SERVICES

Should the CITY request the CONSULTANT to provide and perform PROFESSIONAL SERVICES for this PROJECT which are not set forth in EXHIBIT "A", the CONSULTANT agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

Such ADDITIONAL SERVICES shall constitute a continuation of the PROFESSIONAL SERVICES covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement.

ADDITIONAL SERVICES shall be administered and authorized as "CHANGE ORDERS" under the Agreement. The CONSULTANT shall not provide or perform, nor shall the CITY incur or accept any obligation to compensate the CONSULTANT for, any ADDITIONAL SERVICES unless and until a written "CHANGE ORDER" shall have been agreed to and executed by both parties.

Each such "CHANGE ORDER" shall set forth a comprehensive, detailed description of: (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing said ADDITIONAL SERVICES.

3.12 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement the CONSULTANT shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks Agreement WORK ORDER and CHANGE ORDERS authorized. The compensation to be paid the CONSULTANT as set forth in Agreement Exhibit "B" entitled "WORK ORDER" authorized thereto shall be understood and agreed to adequately and completely compensate the CONSULTANT for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in Agreement WORK ORDER and CHANGE ORDERS authorized thereto as stated above.

3.13 TRUTH-IN-NEGOTIATIONS CERTIFICATE FOR LUMP SUM OR COST PLUS A FIXED FEE CONTRACT

The CONSULTANT shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "E". The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the CITY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

ARTICLE 4.00 - OBLIGATIONS OF THE CITY

4.01 AVAILABILITY OF CITY INFORMATION

At the CONSULTANT'S request, the CITY agrees to provide to the CONSULTANT, at no cost to the CONSULTANT, all pertinent information known to be available to the CITY to assist the CONSULTANT in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; and data prepared or services furnished by others to the CITY such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

4.02 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The CITY agrees that the PROJECT MANAGER shall be available within a reasonable period of time, with reasonable prior notice given by the CONSULTANT, to meet and/or consult with the CONSULTANT on matters pertaining to the services to be provided and performed by the CONSULTANT. The CITY further agrees to respond within a reasonable period of time to written requests submitted by the CONSULTANT.

4.03 ACCESS TO CITY PROPERTY

The CITY agrees, with reasonable prior written notice given by the CONSULTANT, to provide the CONSULTANT with access within a reasonable period of time to CITY property, facilities, buildings and structures to enable the CONSULTANT to provide and perform the required PROFESSIONAL SERVICES and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with CITY operations, or the operations carried on by others under a lease, or other contractual arrangement with the CITY, or in such a manner as to adversely affect the public health and safety. Such access may, or may not be, within the CONSULTANT'S normal office and/or field work days and/or work hours.

ARTICLE 5.00 - COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC SERVICES

The CITY shall pay the CONSULTANT for all requested and authorized BASIC SERVICES rendered hereunder by the CONSULTANT and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the CITY in accordance with the provisions for compensation and payment of said BASIC SERVICES set forth and prescribed in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which EXHIBIT "B" for each WORK ORDER issued. The Agreement price shall not be increased in the total amount stated herein without a written change order executed by the CITY, notwithstanding increased quantities or conditions which may be needed to perform CONSULTANT'S obligations hereunder, nor shall the CONSULTANT be entitled to any additional time or payment for time required for the submission and consideration of any such change order request. This provision

shall not apply to work or services provided when required to alleviate an emergency condition not caused by the CONSULTANT'S actions or omissions.

5.02 ADDITIONAL SERVICES

The CITY shall pay the CONSULTANT for all such ADDITIONAL SERVICES as have been requested and authorized by the CITY and agreed to, in writing, by both parties to this Agreement and which have been rendered as ADDITIONAL SERVICES by the CONSULTANT and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the CITY in accordance with the provisions for compensation and payment of said ADDITIONAL SERVICES as set forth and prescribed in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which EXHIBIT "B" is attached hereto and made a part of this Agreement, or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written CHANGE ORDER executed by both parties.

5.03 METHOD OF PAYMENT

(1) MONTHLY STATEMENTS

The CONSULTANT shall be entitled to submit no more than one invoice statement to the CITY each calendar month covering services rendered during the preceding calendar month. Invoices shall be submitted to the City of Pahokee, 207 Begonia Drive, Pahokee, FL 33476. The CONSULTANT'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the WORK ORDER and/or CHANGE ORDER(S). The CONSULTANT'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the WORK ORDER and/or CHANGE ORDER(S) thereunder.

(2) PAYMENT FOR SERVICES PERFORMED

(a) For services provided on a NOT TO EXCEED (N.T.E.) FEE basis or on a TIME AND MATERIALS (T&M) basis, the CITY shall pay the CONSULTANT monthly for services performed by the CONSULTANT for tasks set forth in the WORK ORDER on the basis of approved hourly quantities billed at the unit rates established for each position and for reimbursable expenses detailed on Exhibit "B". No other expenses shall be reimbursed. Payment by the CITY for tasks on an hourly unit basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the CITY of any such service performed by the CONSULTANT. If required, the CONSULTANT shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous payments have been made for those services. The CITY reserves the right to retain ten percent (10%) of the amount invoiced until final completion of the PROJECT.

(b) For services provided on a LUMP SUM (L.S.) FEE basis, the CITY shall pay the CONSULTANT monthly for services performed by the CONSULTANT for tasks set forth in the WORK ORDER on the basis of percentage of completion. The CITY'S determination on the percent of completion shall be final. No other expenses shall be reimbursed. Payment by the CITY for tasks on L.S. fee basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the CITY of any such service performed by the CONSULTANT. If required, the CONSULTANT shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous payments have been made for those services. The CITY reserves the right to retain ten percent (10%) of the amount invoiced until final completion of the PROJECT.

(3) PAYMENT SCHEDULE

The CITY shall issue payment to the CONSULTANT within thirty (30) calendar days after receipt of an invoice statement from the CONSULTANT in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the CITY object or take exception to the amount of any CONSULTANT'S invoice statement, the CITY shall notify the CONSULTANT of such objection or exception within the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the CITY shall withhold the disputed amount and make payment to the CONSULTANT of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

5.04 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the CITY, not at the fault of the CONSULTANT, the CITY shall compensate the CONSULTANT only for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the CONSULTANT in effecting the termination of services and work, and incurred by the submittal to the CITY of PROJECT drawings, plans, data, and other PROJECT documents.

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the CITY suspends the CONSULTANT'S services and work on all or part of the services required to be provided and performed by the CONSULTANT pursuant to this Agreement, the CITY shall compensate the CONSULTANT only for the services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of, such suspension.

5.06 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), other than receiving the compensation set forth in Sub-Articles 5.04 and 5.05, the CONSULTANT shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00 - NO GENERAL OBLIGATION

In no event shall any obligation of the CITY under this Agreement be or constitute a pledge of the ad valorem taxing power of the CITY within the meaning of the Constitution of the State of Florida or any other applicable laws. Neither the CONSULTANT nor any other party under or beneficiary of this Agreement shall ever have the right to compel the exercise of the ad valorem taxing power of the CITY in any form on any real or personal property to pay the CITY'S obligations or undertakings hereunder.

ARTICLE 7.00 - TIME AND SCHEDULE OF PERFORMANCE

7.01 NOTICE TO PROCEED

Following the issuance of a WORK ORDER and after the CONSULTANT has complied with the insurance requirements set forth hereinafter, the CITY shall issue the CONSULTANT a written Notice to Proceed. Following the issuance of such Notice to Proceed the CONSULTANT shall be authorized to commence work and the CONSULTANT thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

7.02 TIME OF PERFORMANCE

The CONSULTANT agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the PROJECT services set forth and described in the WORK ORDER, entitled "SCHEDULE OF PERFORMANCE."

Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the CONSULTANT, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the CONSULTANT shall notify the CITY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the

CONSULTANT'S time of performance. Upon receipt of the CONSULTANT'S request for an extension of time, the CITY shall grant the extension if the CITY determines the delay(s) encountered by the CONSULTANT, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

7.03 CONSULTANT WORK SCHEDULE

The CONSULTANT may be required as a condition of the WORK ORDER to prepare and submit to the CITY, on a monthly basis, commencing with the issuance of the Notice to Proceed, a CONSULTANT'S work schedule. The work schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the PROJECT services set out in a WORK ORDER in such a manner that the CONSULTANT'S planned and actual work progress can be readily determined. The CONSULTANT'S work schedule of planned and actual work progress shall be updated and submitted by the CONSULTANT to the CITY on a monthly basis.

7.04 FAILURE TO PERFORM IN A TIMELY MANNER

Should the CONSULTANT fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the CITY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the CITY at its option, may, upon written notice to the CONSULTANT, withhold any or all payments due and owing to the CONSULTANT, not to exceed the amount of the compensation for the work in dispute, until such time as the CONSULTANT resumes performance of its obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in the WORK ORDER or any CHANGE ORDER(S) issued thereto.

ARTICLE 8.00 - STATUTORY DISCLOSURES

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

B. Public Entity Crime: As provided by Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida

Statute 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the CITY within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. By its execution hereof, CONSULTANT certifies that neither it nor an affiliate is on the convicted vendor list.

ARTICLE 9.00 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such interest shall be employed or engaged by the CONSULTANT for said performance.

If CONSULTANT, for itself and on behalf of its SUB-CONSULTANTS, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by CONSULTANT or such SUB-CONSULTANT under this Agreement, then it will promptly bring such potential conflict of interest to the CITY'S attention, in writing. The CITY will advise the CONSULTANT, in writing, within ten (10) calendar days as to the period of time required by the CITY to determine if such a conflict of interest exists. If the CITY determines that there is a conflict of interest, CONSULTANT or such SUB-CONSULTANT shall decline the representation upon written notice by the CITY.

If the CITY determines that there is not such conflict of interest, then the CITY shall give its written consent to such representation. If CONSULTANT or SUB-CONSULTANT accepts such a representation without obtaining the CITY'S prior written consent, and if the CITY subsequently determines that there is a conflict of interest between such representation and the work being performed by CONSULTANT or such SUB-CONSULTANT under this Agreement, then the CONSULTANT or such SUB-CONSULTANT agrees to promptly terminate such representation. CONSULTANT shall require each of such sub-consultants to comply with the provisions of this Article. Should the CONSULTANT fail to advise or notify the CITY as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation, the CITY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 10.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The CONSULTANT shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of CONSULTANT with a third party; or (2) the disestablishment of the CONSULTANT'S professional practice and the establishment of a successor consultant or consulting organization. Nor shall the CONSULTANT subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the CITY. The CONSULTANT shall have the right, subject to the CITY'S prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to CONSULTANT in connection with CONSULTANT providing and performing services and work pursuant to the requirements of this

Agreement. The CITY shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, CONSULTANT intends to engage the assistance of the sub-consultant(s) and/or subcontractor(s) set forth in EXHIBIT "B", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS", which EXHIBIT "B" will be attached to each WORK ORDER.

ARTICLE 11.00 - GOVERNING LAW

This Agreement has been negotiated by the CITY and the CONSULTANT, and this Agreement, including the exhibits, shall not be deemed to have been prepared by either the CITY or the CONSULTANT, and each of them shall be deemed to have participated equally in the preparation hereof. This Agreement shall be interpreted and governed according to the Laws of the State of Florida. CONSULTANT submits to the jurisdiction of Florida courts over it. Venue for all actions involving this Agreement shall be in City of Pahokee.

ARTICLE 12.00 - FEDERALLY REQUIRED PROVISIONS

A. During the performance of this Agreement, the CONSULTANT agrees for any WORK ORDER funded by Federal funds, the following:

(1) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential

job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT'S legal duty to furnish information.

(4) The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT'S commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONSULTANT'S non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONSULTANT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance:

Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

B. CONSULTANT shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). CONSULTANT must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONSULTANT must pay wages not less than once a week.

C. CONSULTANT shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

D. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, CONSULTANT shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor regulations (29 CFR Part 5).

E. For contracts in excess of \$150,000, CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. CONSULTANT represents that it is not listed on the governmentwide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension".

G. For contracts in excess of \$100,000, CONSULTANT shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Furthermore, CONSULTANT has not lobbied with non-Federal funds in connection with obtaining any Federal award.

H. CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE 13.00 - NONACTION ON FAILURE TO OBSERVE PROVISIONS OF THIS AGREEMENT

The failure of the CITY or the CONSULTANT to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement or any exhibit or any other agreement contemplated hereby, shall not be deemed a waiver of any right or remedy that the CITY or the CONSULTANT may have, and shall not be deemed a waiver of any subsequent default or nonperformance of such term, covenant, condition or provision.

ARTICLE 14.00 - INSURANCE

A. Commercial General Liability: CONSULTANT shall have and maintain throughout the duration of the Agreement Commercial General Liability (CGL) Insurance with limits of at least \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be no less than \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

B. Business Automobile Liability: CONSULTANT shall have and maintain throughout the duration of the Agreement Business Automobile Liability Insurance with limits of at least \$1,000,000 each occurrence for bodily injury and property damage liability arising out of any auto (including owned, hired and non-owned autos). Contractual liability coverage shall be provided.

C. Workers Compensation: CONSULTANT shall have and maintain throughout the duration of the Agreement Worker's Compensation Insurance in accordance with State law and Employer's Liability coverage with a limit of at least \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease. In case any work is subcontracted, CONSULTANT shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by CONSULTANT.

D. Professional Liability: The CONSULTANT shall purchase and maintain professional liability or malpractice insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made.

E. Certificates of Insurance: City of Pahokee must be named as an additional insured on the CGL and Business Automobile Liability insurance policies. CONSULTANT must provide valid certificates of insurance to the CITY for all policies. CONSULTANT will be required to provide the CITY, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification or non-renewal of the policies.

F. Sub-Consultants and Subcontractors: In the event that the CONSULTANT engages SUB-CONSULTANTS or SUBCONTRACTORS to assist the CONSULTANT in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the CONSULTANT shall cover all of the services or work to be provided or performed by all of the SUB-CONSULTANTS or SUBCONTRACTORS engaged by the CONSULTANT. However, in the event the services or work of SUB-CONSULTANTS or SUBCONTRACTORS engaged by the CONSULTANT are not covered by the CONSULTANT'S insurance policy(s), it shall be the responsibility of the CONSULTANT to ensure that all SUB-CONSULTANTS or SUBCONTRACTORS have fully complied with the CITY insurance requirements for: (1) Commercial General Liability; (2) Business Automobile Liability; (3) Worker's Compensation; or (4) Professional Liability as required and set forth in this Article.

ARTICLE 15.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed upon the CONSULTANT by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 16.00 - REPRESENTATION OF THE CITY

The CONSULTANT in providing and performing the services and work required pursuant to this Agreement shall only represent the CITY in the manner and to the extent specifically set forth in writing in this Agreement, and as provided in any written WORK ORDER(S) and CHANGE ORDER(S) issued thereunder.

In the event the CONSULTANT'S services or work involves construction contract administrative support services, the CONSULTANT is not authorized to act on the CITY'S behalf, and shall not act on the CITY'S behalf, in such a manner as to result in change(s) to (1) the cost or compensation to be paid the construction contractor, or (2) the time for completing the work as required and agreed to in the construction contract, or (3) the scope of the work set forth in the construction contract documents, unless such representation is specifically provided for, set forth and authorized in this Agreement or an applicable WORK ORDER or CHANGE ORDER issued thereunder.

The CITY will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the CONSULTANT not specifically provided for and authorized as stated hereinabove.

ARTICLE 17.00 - PUBLIC RECORDS

All documents, including but not limited to, letters, memos, e-mails, computer files, photographs, drawings, tracings, plans, specifications, maps, evaluations, reports and other records and data of any type relating to the Project received, prepared or developed by CONSULTANT under this Contract are public records subject to Florida Statutes Chapter 119 and shall not be destroyed.

CONSULTANT shall:

- (a) Keep and maintain public records required by the CITY to perform the service.
- (b) Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the CITY.
- (d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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 CITY ATTORNEY GARY BRANDENBURG, ESQ., AT (561) 799-1414, OR AT BRANDENBURG & ASSOCIATES, P.A., 421 SE OSCEOLA STREET, SUITE B, STUART, FL 34994.

ARTICLE 18.00 - HEADINGS

The HEADINGS of the Articles, Sections, Exhibits, Attachments, Phases or Tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

ARTICLE 19.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services"
- (2) EXHIBIT "B" entitled "Work Order, Compensation and Method of Payment"
(Schedule of Performance)
- (3) EXHIBIT "C" entitled "Consultant's Associated Sub-Consultant(s) and Subcontractor(s)"
- (5) EXHIBIT "D" entitled "Public Entity Crime Affidavit"
- (6) EXHIBIT "E" entitled "Truth in Negotiations Certificate"

ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO CITY

All notices required and/or made pursuant to this Agreement to be given by the CONSULTANT to the CITY shall be in writing and shall be given by the United States Postal Service certified mail, postage prepaid, overnight delivery via a recognized national carrier or hand-delivery addressed to the following CITY address of record:

City of Pahokee
207 Begonia Drive
Pahokee, FL 33476
Attention: City Manager

20.02 NOTICES BY CITY TO CONSULTANT

All notices required and/or made pursuant to this Agreement to be given by the CITY to the CONSULTANT shall be made in writing and shall be given by the United States Postal Service certified mail, postage prepaid, overnight delivery via a recognized national carrier or hand-delivery addressed to the following CONSULTANT'S address of record:

(CONSULTANTS NAME, ADDRESS)

20.03 CHANGE OF ADDRESS OF RECORD

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

ARTICLE 21.00 - TERMINATION

This Agreement may be terminated by the CITY at its convenience by the CITY giving ten (10) days' written notice to the CONSULTANT.

If the CONSULTANT is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the CONSULTANT or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the instructions of the CITY'S designated representatives; if it otherwise violates any provision of this Agreement; or for any other just cause, the CITY may, without prejudice to any other right or remedy, and after giving the CONSULTANT a ten (10) calendar day written notice, terminate this Agreement.

In addition to the CITY'S contractual right to terminate this Agreement in its entirety as set forth above, the CITY may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in Exhibit "A", or as such may be established by a SUPPLEMENTAL TASK AUTHORIZATION or CHANGE ORDER Agreement. The CITY shall provide written notice to the CONSULTANT in order to implement a stoppage, suspension, supplement or change.

The CONSULTANT may request that this Agreement be terminated by submitting a written notice to the CITY not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the CITY reserves the right to accept or not accept the termination request submitted by the CONSULTANT, and no such termination request submitted by the CONSULTANT shall become effective unless and until CONSULTANT is notified, in writing, by the CITY of its acceptance.

ARTICLE 22.00 - AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the Articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written Amendment, the requirements, provisions and/or terms of the Amendment shall take precedence.

ARTICLE 23.00 - MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Agreement Amendment, WORK ORDER or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Agreement Amendment, WORK ORDER or CHANGE ORDER(S), the latest executed Agreement Amendment, WORK ORDER or CHANGE ORDER(S) shall take precedence.

ARTICLE 24.00 - E-VERIFY

The CITY will not intentionally award CITY contracts to any consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The CITY shall consider the employment by the CONSULTANT of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the CONSULTANT of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the CITY.

- (1) The CONSULTANT shall utilize the U. S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement; and

(2) The CONSULTANT shall expressly require any SUB-CONSULTANTS or SUBCONTRACTORS performing work or providing services pursuant to the Agreement to likewise utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the SUB-CONSULTANT or SUBCONTRACTOR during the Agreement term.

(3) CONSULTANT shall comply with all requirements of any grant agreement used to fund or potentially fund the project and will comply with all requirements of the funding agency.

ARTICLE 25.00 - NO OBLIGATION TO THIRD PARTIES

No party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties, and nothing in this Agreement shall be deemed to contemplate either party as a partner, agent or representative of the other party. The parties specifically intend that no third party have any rights hereunder.

ARTICLE 26.00 SEVERABILITY

In the event that any portion or any portions of this Agreement are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be enforced as though such portions had not been included, unless to do so would cause this Agreement to fail of its essential purposes.

ARTICLE 27.00 ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

CITY OF PAHOKEE

BY: _____
Tijuna Warner, City Clerk

BY: _____
Keith W. Babb, Jr., Mayor

Date: _____

ENTER CONSULTANT'S NAME

BY: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "A"
DESCRIPTION OF PROFESSIONAL SERVICES
TO BE PROVIDED BY CONSULTANT

- Engineering / Design
- CEI
- Surveying
- Engineering / Planning Services
- Mapping
- Groundwater
- Surface Water
- Water Quality
- Utilities
- Land Planning
- Land Development
- Landscape Architect
- Transportation / Traffic
- Contract Administration
- Scheduling

EXHIBIT "B"

WORK ORDER

Specific Description of Assignment

EXHIBIT "B" (continued)
COMPENSATION AND METHOD OF PAYMENT

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit "A" entitled "Description of Professional Services", the CITY shall compensate the CONSULTANT as follows:

TASK	ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS;T&M; NTE)

For services of CONSULTANT's Sub-Consultants engaged to perform or furnish services, the OWNER shall compensate the CONSULTANT as follows:

TASK	SUB-CONSULTANT	AMOUNT (Estimated if T&M)	FEE TYPE (LS;T&M; NTE)

For reimbursable expenses of CONSULTANT, the CITY shall compensate the CONSULTANT as follows:

REIMBURSABLE EXPENSES	AMOUNT (Estimated if T&M)	FEE TYPE (LS;T&M; NTE)

TOTAL COMPENSATION INCLUDING SUB-CONSULTANTS & REIMBURSABLE EXPENSES		
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EXHIBIT "B" (continued)
SCHEDULE OF PERFORMANCE

The anticipated schedule is as follows:

TASKS	TO BE COMPLETED BY (DAYS)

EXHIBIT "B" (continued)
CONSULTANT'S ASSOCIATED SUB CONSULTANTS
AND CONTRACTORS

1.

2.

3.

4.

NOTE: Work Orders may not be issued for projects where the estimated Construction cost exceeds \$2 million or for a Planning Study that exceeds \$200,000 in fees

EXHIBIT "C"

**SCHEDULE OF RATES AGREED TO BE USED IF A DIFFERENT
BASIS OF COMPENSATION IS NOT AGREED TO BE APPLICABLE
IN THE WORK ORDER OR CHANGE ORDER**

EXHIBIT "D"

PUBLIC ENTITY CRIME AFFIDAVIT

Public Entity Crime Affidavit: As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to CITY OF PAHOKEE, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____ OR Type of Identification Produced: _____

Notary Public – State of Florida

My Commission Expires: _____

SEAL OR STAMP

EXHIBIT "E"
TRUTH IN NEGOTIATIONS CERTIFICATE

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 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 Consultant further agrees that the original agreement price and any additions thereto shall 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 shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the CITY, whichever is later.

Name of Consultant

By: _____

Title: _____

Date: _____