



City of St. Pete Beach “Request for Qualifications”

Construction Management Services for St. Pete Beach Library Restoration

**Statements of Qualification due by
Friday, February 22nd, 2019
10:00 AM at City Hall
St. Pete Beach, Florida 33706**

REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES FOR ST. PETE BEACH LIBRARY RESTORATION

PURPOSE & INTRODUCTION

The purpose of this Request for Qualifications (RFQ) is for the City of St. Pete Beach (City) to receive Statements of Qualification (SOQ) from qualified firms capable of providing Construction Management Services for St. Pete Beach Library Restoration at 365 73rd Avenue, St. Pete Beach, FL.

The current City of St. Pete Beach Public Library is in need of significant repairs to many of the building's structure. The City intends to engage a Construction Management (CM) at Risk firm to provide management of the preconstruction and construction services as described herein for this project.

The chosen CM at Risk firm will join the project team near the 60% design phase to provide pre-construction phase services to the City under a purchase order for the negotiated design-phase fees.

When the construction documents are sufficiently complete to establish the scope of work for the project or any portion thereof, the Construction Manager will establish in writing to the City for approval a Guaranteed Maximum Price (GMP) for the project. Once the GMP for construction on the project is agreed upon, the City staff may recommend to City Commission to award the Construction Management firm the CM at Risk Contract. However, if a GMP cannot be agreed upon, the City may solicit other CM at Risk firms.

BID SCHEDULE

Sealed SOQs will be received until 10:00 AM on Friday, February 22nd, 2019, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach, FL. SOQ submissions will be publically opened immediately following the closing time specified. SOQs received after the deadline will not be accepted. Those submitting and the public are invited to attend.

QUALIFICATIONS

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

SUBMISSION OF SUBMITTALS

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

The following information shall be provided in the order detailed:

- a) **Title Page** – List the RFQ subject, the name of the firm, local address, telephone number, name of contact person, e-mail address of contact person and date.
- b) **Table of Contents** – Include a clear identification of the material included in the submittal by page number.
- c) **Letter of Interest** – *Limit one (1) page.* Make a positive commitment to perform the required work. Also provide the name(s) of the person(s) who will be authorized to make representation for your firm, their title, telephone number, and e-mail address.
- d) **Project Specific Statement of Qualifications and Profile of Firm** – *Limit four (4) pages.* State the size of staff, number of registered professionals and overall experience of the assigned staff for this assignment. Include technical background, experience information, and other applicable data on proposed personnel and any proposed sub-consultants. Include an organizational chart of project team and describe communication processes to be used within the project team. State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done.
- e) **Services Approach** – *Limit two (2) pages.* Include a general synopsis of the firm's approach and understanding of the work required. Include the firm's Quality Assurance Control program or policy.
- f) **References** - *Limit five (5) pages.* Provide information for those projects which have been successfully completed and are similar to those required under this assignment. Please include projects recently completed within the last five (5) years.

References shall include:

- Client name, address, phone number and e-mail address.
 - Description of the scope of the work.
 - Month and Year the project was started and completed.
 - Total cost and professional service fees paid.
 - Role of the firm and the responsibilities.
- g) **Insurance Requirements** – Provide proof of insurance in accordance with insurance requirements section included in this RFQ.

Attachments (additional exhibits) to the proposal are acceptable; however, any attachments provided do not take the place of the written proposal requirements as listed above. Full resumes are to be attached as exhibits to the proposal. Resumes are NOT to exceed two (2) pages per person.

CONTACT INFORMATION

Please direct all technical inquiries concerning this RFQ via e mail to the following City representative. Questions must be submitted by (10) days prior to the submittal date.

Brett E. Warner, PE

Mailing Address: 155 Corey Avenue

Office Address: 7581 Boca Ciega Drive

St. Pete Beach, Florida 33706

Office - (727) 363-9254

E-mail – bwarner@stpetebeach.org

SUBMITTAL PROCEDURES:

Firms shall submit one (1) original submittal, three (3) unbound copies, and a USB Flash Drive containing the submittal. Responses must be submitted by the date and time indicated. SOQs not submitted by that time will be refused. SOQs shall not be valid unless sealed in a single envelope or box.

Submittals should be addressed to:

Office of the City Clerk

City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Clearly marked as: **“Construction Management Services for St. Pete Beach Library Restoration”**

Statements of Qualification will be received until 10:00 AM on Friday, February 22nd, 2019, at the office of the City Clerk, City of St. Pete Beach, Florida 33706.

EVALUATION AND SELECTION OF CONSTRUCTION MANAGEMENT FIRM

A City designated review team will evaluate each firm's submission based upon the criteria stated in this RFQ and the ability to execute the services. Following the evaluation process, the City may request presentations from the most qualified firm(s), after which the review team will select the firm that the City considers most qualified.

Firms will be evaluated in accordance with the selection criteria as follows – Construction Management Services:

- Qualification of the project team.
- Qualifications of the sub-consultants.
- Firm's experience working on Building Restoration projects.
- Firm's experience working on historic buildings.
- Firm's service approach to the project.
- Quality assurance control program/policy.
- Firm's project references that reflect and demonstrate the firm's competence in the CM focuses requested by the City.
- Location of firm.
- Quality of submittal – firm met and submitted all requirement document.

RESERVES THE RIGHT

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

DESIGNATED CONTACT

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

INSURANCE REQUIREMENTS

Include in SOQ proof of Insurance furnished by the firm's carrier to guarantee the engineering firm is insured. The awarded firm must file with the City of St Pete Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.
- Owner's and Consultant's Protective Liability with the following coverage:
 - Bodily injury liability \$1,000,000.00 each occurrence.
 - Property damage liability \$1,000,000.00 each occurrence.
- Full Workers Comprehensive Insurance required by Florida Law for all people employed by the contractor to perform work on this project.
- Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles, with the following coverage:
 - Bodily injury liability \$1,000,000.00 each occurrence.
 - Property damage liability \$1,000,000.00 each occurrence.

INDEMNIFICATION

The responding firm shall hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the responding firm and any persons employed or utilized by the responding firm in the performance of the Contract.

ASSURANCES

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City of St. Pete Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

DEVIATIONS FROM SPECIFICATIONS

Responding firms shall clearly indicate, as applicable, all areas in which the items/services it proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the City.

NO COLLUSION

By offering a submission to this RFQ, the responding firm certifies that no attempt has been made or will be made by them to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

TERMINATION

The resulting contract may be canceled by the City when:

- a. When sufficient funds are not available to continue its full and faithful performance of this contract.
- b. Sub-standard or non-performance of contract.
- c. The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a responding firm may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- a. That the responding firm acted in good faith in submitting the submittal;
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent;
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- e. The responding firm submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The responding firm shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The responding firm shall also be responsible for compliance with all applicable codes, laws, and regulations.

NON-MANDATORY PRE-SOQ MEETING

A Non-Mandatory pre-SOQ meeting will be held on **February 11, 2019 at 10:00 AM** in the City of St. Pete Beach Public Works Department, 7581 Boca Ciega Drive, St. Pete Beach, FL 33706, to answer questions concerning this RFQ.

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE 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 St. Pete Beach

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

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

at: _____
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN) :

(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:

(Signature)

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 of the United States including, but not limited to, any bid 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 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, non-jury 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 (1) 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 the Arm's Length Agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (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 for the provision of goods or services 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 (1) 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 (1) 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 Office 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 CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE 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 TOWN OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

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

Personally known _____ or produced identification _____

Notary Public, State
of _____

Type of Identification

My commission expires: _____

(Printed, typed, or stamped commissioned
name of Notary Public)

SAMPLE SERVICE AGREEMENT
CITY OF ST. PETE BEACH, FLORIDA
Contract for Construction Management Services

[insert consultant and/or purpose for contract]

This is a Contract (the “Contract”) entered into by and between the City of St. Pete Beach, a Florida Municipal Corporation, with principal address located at 155 Corey Avenue, St. Pete Beach, Florida 33706 (hereinafter "CITY") and [insert consultant’s corporate name], a [type of corporation], with principal address located at [consultant’s address] (hereinafter "CONSULTANT"). The CITY and CONSULTANT together shall be referred to as the “Parties.”

WHEREAS, the CITY desires to retain the CONSULTANT to perform Construction Management Services for the CITY, more fully described below in the “scope of services” section; and,

WHEREAS, the CITY desires to employ the CONSULTANT for the Construction Management Services and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions; and,

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of the “Consultants’ Competitive Negotiation Act” in Section 287.055, Florida Statutes, and all applicable CITY rules, regulations and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1 – GENERAL

- 1.1. The above recitals are true and correct, and incorporated as part of this Contract.
- 1.2. CONSULTANT shall be defined herein to include all principals of the firm of, including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the CITY prior to Notice to Proceed with their prospective work services.
- 1.3. “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

- 1.4. Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the CITY a detailed resume of key engineering personnel that will be involved in performing services requested by the CITY. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active services, it shall submit the qualifications of the new personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.5. The CONSULTANT acknowledges that the CITY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the Services. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services.
- 1.6. The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Services.
- 1.7. Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.8. This Contract may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Contract shall be the date this Contract has been executed by all parties.
- 1.9. This Contract shall be binding upon the Parties, their successors, assigns, and legal representatives. CONSULTANT shall not assign or otherwise transfer any of the rights or duties under this Contract, without the express written consent of the CITY.
- 1.10. The prevailing party in any action to enforce or interpret this Contract shall be entitled to reasonable attorney fees incurred through all appellate proceedings.
- 1.11. CONSULTANT hereby acknowledges that the person executing this Contract on behalf of CONSULATANT has the full authority to do so and to bind CONSULTANT to the terms hereof.
- 1.12. To the extent that any terms in the attached proposal conflict with the terms of this Contract, the terms of this Contract shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.
- 1.13. This Contract may be amended or modified only in writing signed by all Parties hereto. This Contract shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything other than a writing signed by the Parties.

1.14. Any and all notices sent pursuant to this Contract shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Consultant:

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

SECTION 2 – SCOPE OF SERVICES & CHANGE ORDERS

- 2.1 The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Scope of Services as listed generally in the Request for Qualifications (RFQ) attached and incorporated in this Contract as Exhibit A. Unless modified in writing by the Parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.
- 2.2 General. The CONSULTANT agrees to perform those services described in Exhibit B – CONSULTANT’s proposal, dated [_____], which is attached hereto and made a part hereof.
- 2.3 Additional Service. The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Scope of Services that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Change Orders and shall be undertaken only under terms of formal amendments to this Contract.
- 2.4 The CITY or the CONSULTANT may request changes in the Scope of Services. Such change(s), including any increase or decrease in the amount of the CONSULTANT’s compensation for any Change Order pursuant to this Contract, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 3 – CITY’S RIGHTS AND RESPONSIBILITIES

The CITY shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the CITY’s files, necessary or useful to the CONSULTANT for the performance of the services. All of the documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the services to be performed by the CONSULTANT.

- 3.2 Make CITY personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform surveys, observations and other work as necessary to complete the services.
- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the services not covered under the services.

SECTION 4 – COMPENSATION.

- 4.1 General. Compensation to the CONSULTANT for services performed pursuant to this Contract shall be in accordance with the following method or compensation, as defined and indicated in the CONSULTANT's proposal, attached and incorporated as Exhibit B.
- 4.2 Lump sum method
 - a. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Exhibit A unless there is a change in the scope of the work by formal amendment to this Contract.
 - b. Payment to the CONSULTANT for services performed under this Contract shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the CITY.

- 4.3 Invoice Processing. Invoices received by the CITY will be processed for payment within thirty (30) days of receipt of invoice. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the CITY. At the end of the thirty (30) day period, the CITY shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating CITY representative.
- 4.4 Additional Compensation for Change in Scope of Services. If instructed to do so by CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the services by formal amendment or Change Order to this Contract.

SECTION 5 - CONTRACT TERM, COMMENCEMENT, IMPLEMENTATION OF WORK.

- 5.1 Term. This Contract shall expire three (3) years after the effective date of this Contract.
- 5.2 Work Commencement. The CONSULTANT shall commence work on each authorized within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the CITY's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the CITY shall have the right to seek other firms for the Services, unless the delay is due to no fault of the CONSULTANT.
- 5.3 Implementation Schedule. The CONSULTANT must complete its work in accordance with the time schedule specified in the applicable Services. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Services, the CONSULTANT is entitled to an appropriate extension of the Contract time. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the CITY and the CONSULTANT in the event such delay causes any costs to increase for reasons beyond the CONSULTANT's control.

SECTION 6 - CITY'S "DESIGNATED" REPRESENTATIVE

- 6.1 General. The CITY hereby designates the CITY Manager or designee to represent the CITY in all matters pertaining to and arising from the work and performance of this contract. The CITY Manager or designee shall have the following responsibilities:
- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions

indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.

- b. Transmission of instructions, receipt of information and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.

SECTION 7 - INDEMNITY AND INSURANCE

- 7.1 General. To the fullest extent permitted by Florida law, the 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 contract.
- 7.2 Insurance. The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the CITY, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Services from the CITY. The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CITY. Specific insurance requirements may include:
- a. Worker's Compensation. The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subconsultant to provide Worker's Compensation for all of its employees.
 - b. Commercial General Liability. The CONSULTANT must provide coverage for all operations as detailed in the Scope of Services including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.
 - c. Automobile Liability. The CONSULTANT must provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.

- d. Professional Liability Insurance. Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in the City of St. Pete Beach Request for Qualifications (RFQ) titled “Engineering and Consulting Services”. Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or Subconsultant employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT’s services and/or construction and acceptance of the facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto.

- e. Certificates of Insurance. The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

with information copied to the Designated Representative identified in this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 8 – DATA, DOCUMENTS, RECORDS.

- 8.1 The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT’s compensation under this Contract may be adjusted to exclude any significant sums where the CITY determines the CONSULTANT’s compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the CITY during the period of this Contract and for five (5) years after final payment is made.

- 8.2 Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the CITY.

- 8.3 It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all

Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Services. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT; and the CITY shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT.

- 8.4 Any Documents given to or prepared or assembled by the CONSULTANT and its Subconsultants under this Contract shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.
- 8.5 The CONSULTANT may maintain copies of all work performed under this Contract for the CITY.
- 8.6 The CONSULTANT shall not publish any information concerning this project without the prior written consent of the CITY.
- 8.7 The CONSULTANT should abide by the Florida Public Records law set forth in Florida Statutes, Section 119.0701, more fully described in "Exhibit C." **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANTS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**
- 8.8 Records Maintenance. The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the CITY's expense.
- 8.9 Access to Records. The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the

services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under the terms of this Contract.

SECTION 9 – STANDARDS OF CONDUCT, CODES AND DESIGN STANDARDS

- 9.1 Consultant Employees. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.
- 9.2 Consultant Compliance with Laws. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.
- 9.3 Conflict of Interest. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 11.
- 9.4 Removal of Employee. The CITY is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Services which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the CONSULTANT in writing of the CITY's objections prior to the CONSULTANT's removal of any employee or representative.
- 9.5 Publication. The CONSULTANT shall not publish any documents or release information to the media without prior approval of the CITY.
- 9.6 All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the CITY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract. The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Services to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope

of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 10 – FORCE MAJEURE, ASSIGNABILITY, EXTENT OF CONTRACT.

10.1 Force Majeure. Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

10.2 Assignability. The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the CITY, provided that claims for the money due or to become due the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such CITY approval. Notice of any such services or transfer shall be furnished promptly to the CITY.

10.1 Extent of Contract. This Contract, together with the RFQ titled [Construction Management Services for St. Pete Beach Library Restoration] (issued _____), the proposal submitted _____, 201____ and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Contract between the CITY and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract. The Exhibits supplemental to and made a part of this Contract are as follows:

Exhibit A: Request for Qualifications (RFQ)

Exhibit B: Scope of Services

Exhibit C: Florida Public Records Law.

SECTION 11 - TERMINATION, CLAIMS, DISPUTES, REMEDIES & CONTROLLING LAW.

11.1 Termination by City for Cause. The CITY may terminate this Contract for any one or more of the following reasons:

a. If adequate progress on any phase of the services is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.

b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of

the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any Services.

- c. If adequate progress on any phase of the services is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.
- d. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any Services.
- e. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- f. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an services for the benefit of creditors.
- g. The CONSULTANT violates the Standards of Professional Conduct provisions of this Contract herein.
- h. In the event of any of the causes described in this Contract, the CITY's designated representative may send a certified letter to the CONSULTANT requesting that the CONSULTANT show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the CONSULTANT of said show cause notice, the CITY may consider the CONSULTANT to be in default and may immediately terminate this Contract.

11.2 Termination by Consultant for Cause. The CONSULTANT may cancel this Contract for the following reasons:

- a. The CITY fails to meet its obligations and responsibilities as contained in the sections of this Contract describing the CITY's Rights and Responsibilities.
- b. The CITY fails to pay the CONSULTANT in accordance with this Contract.
- c. In the event of either of the causes described in this Contract, the CONSULTANT may send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default and may immediately terminate this Contract.

11.3 Termination by City Without Cause. Notwithstanding any other provision of this

Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Services without cause, provided that ten (10) days prior to written notice is given to the CONSULTANT of the CITY'S intent to terminate.

11.4 Payment in The Event of Termination. In the event this Contract or any Services is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional direct costs to be incurred by the CITY due to such default.

11.5 Action Following Termination

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the CITY terminating the CONSULTANT, the CONSULTANT shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the CITY. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

11.6 Suspension

- a. The performance of the CONSULTANT'S service under any provision of this Contract may be suspended by the CITY at any time. In the event the CITY suspends the performance of the CONSULTANT'S services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and CITY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the CITY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the CITY that the CONSULTANT'S services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining

unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein. In no event will the compensation or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the CITY's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the CITY shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

11.7 Claims and Disputes. Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of this Contract.

11.8 Remedies. Except as provided in Section 11.1 herein, all claims, disputes and/or matters in question between the CITY and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over the City of St. Pete Beach, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

11.9 Controlling Laws. This Contract is to be governed by the laws of the State of Florida.

11.10 **PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**

SECTION 12 - MISCELLANEOUS

12.1 Miscellaneous. [Reserved]

IN WITNESS WHEREOF, the Parties have executed this Contract on the day and year set forth below.

[insert CONSULTANT corporate name here]:

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

**APPROVED AS TO FORM
AND LEGAL CORRECTNESS:**

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk