

# Request for Qualifications for:

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**CONB RFQ No. 2021-04**

**General Engineering Continuing Contract (GECC)**



*Request for qualifications will be received until **2:00 p.m. (Eastern Time Zone), July 29, 2021**, at City Hall 116 1<sup>st</sup> Street, Neptune Beach, FL 32266.*

City of Neptune Beach  
116 1<sup>st</sup> Street  
Neptune Beach, FL 32266

Prepared by: Public Works

p. 904.270.2400

<https://www.ci.neptune-beach.fl.us/>  
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**Request for Qualifications (RFQ)  
General Engineering Continuing Contract (GECC)  
(CONB RFQ No. 2021-04)  
Professional Services**

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**ADVERTISEMENT  
REQUEST FOR QUALIFICATIONS  
CONB RFQ No. 2021-04**

NOTICE IS HEREBY GIVEN that the City of Neptune Beach (the "City"), seeks to engage professional services for the General Engineering Continuing Contract (GECC) (CONB RFQ No. 2021-04) (the "Project"). A general description of the request for professional services is as follows:

The City is seeking letters of interest and statement of qualifications from consultants interested in providing professional services associated with the planning, investigation, design, permitting, solicitation services and post-design phase services for the referenced Project. The City provides utilities and other services to the public which require protection of public health, safety, and welfare, and shall require a Florida licensed Engineer of Record (EOR) for its projects associated with this request. The basic construction cost for the project exceeds the threshold amount provided under Florida Statutes Section (F.S. s.) 287.017 for CATEGORY FIVE pursuant to the Consultants' Competitive Negotiation Act, F.S. s. 287.055 (CCNA) and does apply to the selection of architecture, professional engineering, landscape architecture, or registered surveying and mapping services for the project. The City's estimated individual project construction cost within this contract shall not exceed \$4 million, professional services for each individual study activity under the contract shall not exceed \$500,000, or for work of a specified nature as outlined in the contract required by the City as provided under Consultants' Competitive Negotiation Act, Florida Statutes Section (F.S. s.) 287.055 (CCNA) as may be amended from time to time. The goal of this RFQ is to award contracts to one or more consultant(s) that provide the requested professional services in the best interest of the City. This will be a contract for a period of Four (4) years with options to renew for up to three (3) additional two-year (2) terms, subject to mutual agreement. After selection of the consultant(s), fees shall be negotiated and set. At the discretion of the City, it may request scope(s) of services and negotiate Supplemental Agreement(s) after selection of the consultant(s). Selection of any consultant does not obligate the City to enter into a specific project agreement with any consultant.

Copies of the REQUEST FOR QUALIFICATION INSTRUCTIONS and any ADDENDA may be obtained from the City's Issuing Office, 116 1st St. Neptune Beach, FL 32266, [pwbids@nbfl.us](mailto:pwbids@nbfl.us), telephone (904) 270-2400. Bidding Documents are available via email in portable document format (PDF) at no cost. The City shall not be responsible for full or partial sets of Documents including Addenda, if any, obtained from sources other than the Issuing Office. Questions should be directed in writing by email to the Issuing Office at [pwbids@nbfl.us](mailto:pwbids@nbfl.us) no later than July 19, 2021 at 2:00 p.m., local time. Consultants desiring to provide the requested professional services will submit **one (1) original and one (1) digital PDF version** of their qualifications for evaluation by the City along with the following:

- (i) A notarized sworn statement as defined under Section 287.133 (3)(a), Florida Statutes on Public Entity Crimes,
- (ii) Form W-9 Taxpayer Identification Number.

Request for qualifications will be received until 2:00 p.m. (Eastern Time Zone), July 29, 2021, at City Hall, 116 1<sup>st</sup> Street, Neptune Beach, FL 32266. Qualifications will be reviewed by the City for negotiations and award of an agreement in accordance with applicable law.

Qualifications WILL NOT be valid unless received by the RFQ deadline and in a sealed, opaque package marked on the front and back exterior "Request for Qualifications, General Engineering Continuing Contract (GECC) (CONB RFQ No. 2021-04)" so that it is distinguishable from normal mail or packages. The City reserves the right to waive formalities in any response, to reject any or all responses with or without cause and/or to accept the response(s) that, in its judgment, will be in the City's best interest.

## Section 1

## Instructions to Bidders

### REQUEST FOR QUALIFICATION INSTRUCTIONS PROFESSIONAL SERVICES

PROJECT: General Engineering Continuing Contract (GECC) (CONB RFQ No. 2021-04)

The City of Neptune Beach, (the "City"), seeks to engage professional services for the General Engineering Continuing Contract (CONB RFQ No. 2021-04). A general description of the request for professional services is as follows:

The City is seeking letters of interest and statement of qualifications from consultants interested in providing professional services associated with the planning, investigation, design, permitting, solicitation services and post-design phase services for the referenced Project. The City provides utilities and other services to the public which require protection of public health, safety, and welfare, and shall require a Florida licensed Engineer of Record (EOR) for its projects associated with this request. The basic construction cost for the project exceeds the threshold amount provided under Florida Statutes Section (F.S. s.) 287.017 for CATEGORY FIVE pursuant to the Consultants' Competitive Negotiation Act, F.S. s. 287.055 (CCNA) and does apply to the selection of architecture, professional engineering, landscape architecture, or registered surveying and mapping services for the project. The City's estimated individual project construction cost within this contract shall not exceed \$4 million, professional services for each individual study activity under the contract shall not exceed \$500,000, or for work of a specified nature as outlined in the contract required by the City as provided under Consultants' Competitive Negotiation Act, Florida Statutes Section (F.S. s.) 287.055 (CCNA) as may be amended from time to time. The goal of this RFQ is to award contracts to one or more consultant(s) that provide the requested professional services in the best interest of the City. This will be a contract for a period of Four (4) years with options to renew for up to three (3) additional two-year (2) terms, subject to mutual agreement. After selection of the consultant(s), fees shall be negotiated and set. At the discretion of the City, it may request scope(s) of services and negotiate Supplemental Agreement(s) after selection of the consultant(s). Selection of any consultant does not obligate the City to enter into a specific project agreement with any consultant.

All sealed qualifications submitted shall be received by the City Clerk in a sealed, opaque package marked on the front and back exterior "Request for Qualifications, General Engineering Continuing Contract (CONB RFQ No. 2021-04)" so that it is distinguishable from normal mail or packages.

- a. Qualifications submitted by mail shall be addressed to:  
City Clerk  
City of Neptune Beach  
116 1<sup>st</sup> Street  
Neptune Beach, FL 32266
- b. Qualifications submitted in person will be received at:  
City of Neptune Beach  
116 1<sup>st</sup> Street  
Neptune Beach, FL 32266
- c. Inquiries concerning the Request for Qualifications shall be in writing and should be directed to:  
City of Neptune Beach  
Issuing Office  
[pwbids@nbfl.us](mailto:pwbids@nbfl.us)

## Section 1

## Instructions to Bidders

1. Issuing Office – The City’s office from which the RFQ Documents and ADDENDA, if any, are issued and where the submittal instructions and procedures are to be administered. Copies of the REQUEST FOR QUALIFICATION INSTRUCTIONS and any ADDENDA may be obtained from the City’s Issuing Office, [pwbids@nbfl.us](mailto:pwbids@nbfl.us). Bidding Documents are available via email in portable document format (PDF) at no cost. The City shall not be responsible for full or partial sets of Documents including Addenda, if any, obtained from sources other than the Issuing Office. It shall be the respondent’s responsibility to confirm any ADDENDA prior to submission of the letters of interest and statement of qualifications from the consultants prior to the due date.
2. **One (1) original and one (1) digital PDF version** of the qualifications shall be submitted. A notarized sworn statement as defined under F.S. s. 287.133 (3)(a) on Public Entity Crimes and Form W-9 Taxpayer Identification Number and Certification, shall be included with all qualifications submitted. The words “Request for Qualifications, General Engineering Continuing Contract (CONB RFQ No. 2021-04)” and shall be clearly marked on the front and back exterior of the opaque packaging containing the qualifications.
3. The City shall accept Qualifications by mail or in person as noted in Advertisement. The City will review qualifications as soon thereafter as possible.
  - a. All qualifications will be “**time stamped**” at the time received to show the time/date of receipt.
  - b. The City WILL NOT accept Qualifications in person after the time and date specified in the RFQ advertisement.
  - c. The City WILL NOT accept Qualifications received by mail after the time and date specified regardless of the postmark or circumstances.
4. **Firms shall have no contact related to this Project with the City’s employees or public officials during this RFQ process.** Any such contact will subject the firm to immediate disqualification for consideration for this Project. This shall include from the time the RFQ is advertised until the time that the selection has been made. Unauthorized contact with the City’s employees or public officials may result in rejection of the qualifications. All communications with the City shall be in writing to the office indicated in Section 1 Instructions to Bidders, Item 1.C above.
5. Questions should be directed in writing by email to the Issuing Office at [pwbids@nbfl.us](mailto:pwbids@nbfl.us) no later than July 19, 2021 at 2:00 p.m., local time. The City shall not consider questions received after July 19, 2021 at 2:00 p.m., local time.
6. The submission of digital portable document format (PDF) shall be on a USB 2.0 flash drive. The USB flash drive must only have the submission files, and shall be free of any viruses, worms, trojans, or any other potential computer threats. USB flash drives that have any other files or found to have potential computer threats will be considered irregular, non-responsive, or not in conformance with the instructions contained herein. The digital PDF version shall be a complete electronic version of all submitted documents, embed all fonts used, searchable, printable, use a compatibility of Acrobat PDF 1.5 or higher, and use Adobe PDF file format.
7. The City reserves the right to reject any and/or all submissions to this RFQ or to short list and require presentations regarding the Consultant’s qualifications, approach to the project, and ability to furnish the required services in determining the final selection if it is deemed in the best interest of the City. The City may also choose to short list when the scoring does not differentiate a gap in points between the highest ranked firms of 0.5-points. The City assumes no responsibility for costs incurred in responding to this RFQ.
8. The City intends to enter into contract(s) with one or more of consultant(s) with the most qualified

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## Instructions to Bidders

firm(s) for professional services in the best interest of the City. The contract(s) entered into by the City will provide for the successful consultant(s) to perform professional services awarded by the City in accordance with policies and procedures established from time to time by the City. Selection of any Consultant does not obligate the City to enter into a specific agreement or contract with any firm, consultant, or service provider. Should the City be unable to negotiate a satisfactory contract in which the City decides is fair, competitive, and reasonable with firm(s) considered to be a higher qualified firm, the City will end negotiations with that firm. The City shall then undertake negotiations with the next most qualified firm.

9. Any statement of work included in the approach and understanding of this Project shall use the identified Key Personnel's roles and supporting production staff's roles with a comprehensive utilization of those roles and proposed subcontractors.
10. Any firm affected adversely by the City's decision shall file with the City a Notice of Protest in writing within 72 hours after the posting of the selected consultant. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 120 (Administrative Procedures Act), Florida Statute (F.S.).
11. The City reserves the right to waive formalities in any response, to reject any or all responses with or without cause, and/or to accept the response(s) that, in its judgment, will be in the best interest of the City.
12. The selected firm shall obtain and maintain the following insurance coverage during the term of their continuing agreement and present a certificate verifying the same:

<b><u>Insurance:</u></b>	<b><u>Minimum Limits:</u></b>
General Liability	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Damage to rented premises	\$1,000,000.00
Medical Expense (Any one person)	\$10,000.00
Personal and Advertising Injury	\$1,000,000.00
General Aggregate	\$1,000,000.00
Products and Completed Operations	\$1,000,000.00
Aggregate	\$1,000,000.00
Automobile (hired, non-owned, and owned vehicles)	
Combined single limit	\$1,000,000.00
Workers Compensation	Per Statutory limits
	in compliance with State and Federal Laws
Each Accident	\$1,000,000.00
Disease – Each Employee	\$1,000,000.00
Disease – Policy Limit	\$1,000,000.00
Professional Liability (Error and Omissions)	\$1,000,000.00
Per claim	\$1,000,000.00
Annual Aggregate	\$1,000,000.00

The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, F. S. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City. ***Note: The City shall be designated as an Additional Insured on the General Liability policy. The Consultant shall also list the City as a named insurance certificate holder prior to beginning work*** (This requirement is excepted for Worker's Compensation

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Insurance). Such insurance shall be written by an insurer with an A.M. Best Rating of A- or better. At its sole expense, the Consultant shall procure and maintain insurance of the types and in the amounts stated for the period of design and construction of the Project and for a period of no less than three (3) years following substantial completion.

13. During the negotiations phase, the selected Consultant(s) are required to submit a quotation of proposed rates, fees or charges, other detailed costs or cost breakdowns, and the basis of determining the consultant's rates which shall be utilized in the contract negotiations. The mutually agreed rates shall remain fixed during the first two (2) years of the contract after which annual hourly rate increases may be requested by the Consultant not to exceed cost of living Consumer Price Index (CPI) subject to the Council's approval. These rates shall be used for the fee negotiations of Supplemental Agreement(s). Accounting confirmations or audited rates may be requested at the City's discretion. Selected Consultant(s) may from time to time receive an invitation for needed services and should reply with a scope and fee proposal to complete the intended needs of the City. The Consultant shall reply with a basis of estimate, man hour estimate, fee-based proposal, and milestone schedule that includes the deliverables. The Consultant shall provide a total price to complete the scope of services on the project that includes all costs of expenses, equipment, salaries, overhead, incidentals, fringe benefits, and operating margin. When requested the Consultant shall provide either a not to exceed price or lump sum price to complete the needed services at the City's discretion. Invoices shall be submitted by the Consultant on an "as incurred" basis and shall be made by the City in accordance with the Local Government Prompt Payment Act.
14. All Supplemental Agreement(s) will contain a detailed scope of work with identification of specific project goals, deliverable(s), and schedule milestones which will be developed and agreed to by the selected Consultant and the City. The Supplemental Agreement shall incorporate this detailed scope of work, along with the associated fee and schedule.
15. The City uses a standardized Professional Services Agreement for contracting its services. This RFQ includes a copy of the standardized agreement.
16. The Consultant shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of the agreement and the date of deliverables or submissions. In providing services the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
17. The City employs a past performance rating (herein referred to as Rating) for its Consultants and reserves the right to reject any and all submissions to this RFQ based on previous poor performance, Ratings, or unresolved performance issues. The City shall evaluate the Consultant by a Rating during the Agreement. The City shall use the Ratings to evaluate performance and progress of the Consultant. Key performance indicators include schedule, management, quality, constructability, and consultant-driven change orders. The decision will be based on the City's best interest.
18. The City will not consider submissions found non-responsive. Submissions may be rejected if found to be: irregular, not in conformance with the instructions herein contained, failure to utilize or complete the prescribed forms, submitting ambiguous or incomplete responses, conditional or qualifying responses, failure to submit required copies of licenses or insurance verification, or executing forms with improper and/or undated signatures. Other conditions which may cause rejection of the Qualifications include: evidence of collusion, obvious lack of experience or expertise to provide the required items, failure to provide evidence of legal entitlement to practice its services under Florida Statutes, the firm is behind by 10 percent or more on completing an approved progress schedule for the Owner at the time of advertising the work and failure to perform on previous agreements. While

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the City allows respondents to take variances to the RFQ terms, conditions, and specifications, the number and extent of variances taken will be considered in determining RFQ responsiveness. Any variances must be clearly noted by the respondent and shall be attached as an appendix. The respondent's RFQ may be deemed non-responsive, if the respondent decides to submit any variances or objections to the RFQ, or contract terms and conditions after the opening date.

19. This Request for Qualifications ("RFQ"), together with any Addendums, Consultant's response submittal to the RFQ, all attachments and forms, and the executed Agreement shall represent the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. Any pre-printed provisions of the Consultant's written materials, contract forms, or documents to the contrary notwithstanding, no transportation surcharges shall apply, and no policies of the Consultant available on the Consultant's website or retained in the Consultant's office are incorporated by reference nor shall be deemed to be part of this Agreement, unless the same is attached this Agreement, and separately signed by the duly authorized signor for the City.
20. *Key Personnel* - The Consultant shall identify key personnel and their office locations for the Project. The key personnel are a part of the criteria by which the Consultant is evaluated and selected; therefore, Consultants shall not replace key personnel until they complete the tasks assigned based on the role proposed, unless there are extenuating circumstances. Any substitution shall require the prior written approval by the City, and the City shall only accept personnel whose credentials are equal or better than the key personnel for which substitution is sought.
21. *As Incurred* – the billing for the services performed based on the actual labor and costs accumulated during the billing period and the defined contracted rate schedule.
22. *Unauthorized Aliens* - The Consultant acknowledges and agrees that they do not employ, contract with, or subcontract with any unauthorized aliens, and any contract awarded will include a requirement that the Consultant register with and use the E-Verify System as provided in Fla. Stat. §448.095. Further, the Consultant acknowledges and agrees that if the Consultant enters a contract with any subcontractor or subconsultant, the subcontractor or subconsultant must provide the Consultant with an affidavit stating that the subcontractor or subconsultant does not employ, contract with, or subcontract with any unauthorized aliens.
23. **Submission Requirements:**
  - Respondents are advised to:
    - Carefully follow all directions contained in the RFQ documents,
    - Provide complete and succinct responses,
    - Limit overly verbose, lengthy responses, or unnecessary submissions,
    - Acknowledge that failure to provide all requested information may result in disqualification.
  - The City shall only accept formal responses with the following conditions:
    - 8.5" x 11" bond paper,
    - Unbound,
    - Un-laminated,
    - Stapled or clipped in the upper left corner,
    - Single sided printing,
    - Included page numbers,
    - Typewritten using a minimum 12-point font size,
    - Use of headings, sections, and sub-sections identified appropriately.



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- Include the following:
  - Letter of Interest (using the form provided),
  - Cover,
  - Table of Contents,
  - One-page executive summary that includes the following:
    1. The Consultant's understanding of the City's goals and objectives,
    2. A brief description on how the team is uniquely qualified to perform the various general services needed by the City,
    3. A summary of the Team's capabilities and experience,
    4. The Consultant's capacity and ability to successfully complete projects on an as-needed basis over the term of the contract.
  - SF330 (tailored as described below),
  - Required Forms,
  - Attachments.
- Submissions shall use the latest version of the Architect-Engineer Qualifications **Standard Form 330** (SF330) Parts I and II.
  - Key Personnel listed in Sections C and E who for this agreement shall include:
    1. Project Manager(s),
    2. Project Engineer(s) in responsible charge or the project,
    3. Civil/Environmental Engineer(s),
    4. Water and Wastewater Plant Process Design Engineer(s),
    5. Structural Engineer(s),
    6. Electrical Engineer(s) (experienced with control design such as Programmable Logic Controller (PLC), Human Machine Interface (HMI) display, Supervisory Control and Data Acquisition (SCADA) design, plant electrical and building electrical design),
    7. Mechanical Engineer(s) (experienced in building design such as HVAC, plumbing, etc.)
    8. Mechanical Engineer(s) (experienced in plant hydraulics, pumps, piping, and lift stations),
    9. Mechanical Engineer(s) (experienced in fire protection),
    10. GIS technician(s),
    11. GIS integrator(s),
    12. Program management specialist(s) (experienced in computerized maintenance management systems (CMMS)),
    13. Architect(S),
    14. Landscape Architects(s),
    15. Irrigation Designer(s),
    16. Arborist(s),
    17. Surveyor(s),
    18. Geotechnical Engineer(s),
    19. Drainage Engineer(s),
    20. SCADA systems integration expert(s),
    21. SCADA programmers,
    22. Environmental Scientist(s),
    23. Resident Construction Inspector(s),
    24. Threshold Inspector(s),
    25. Planner(s) (experienced in parks, urban planning, parking, trails, street/traffic,

- complete streets, pedestrian improvements, etc.),
26. Professional Geologist(s),
  27. Hydrogeologist(s),
  28. Modeling expert(s) (experienced in drainage, flood zone, hydrology, utility, hydraulic, plant process, etc.)
  29. Certified Floodplain Manager(s),
  30. Archeologist(s),
  31. Traffic Engineer(s) (experienced and certified with site specific Maintenance of Traffic design, local bridge improvements, pedestrian improvements and signalization, trails, complete streets, and FDOT design and permitting),
  32. Environmental Scientist(s) (experienced with wetlands, endangered species, and environmental compliance)
  33. QC Manager(s).

Note: State of Florida licensure is required for all applicable professionals listed above.

- Resumes in Section E shall not exceed one page each; shall identify the individual's role on the project; and should include similar projects in scope, type, and complexity,
- Include an Organization Chart depicting the team, key personnel, firm(s), and office location(s) in Section D,
- In Section F, include at least five (5) of the firm's projects performed that illustrate the team's qualifications for this agreement. ***The example projects shall include similar projects in scope, type, and complexity performed for government agencies completed within the last eight (8) years, located in Florida, by the key personnel identified, and related to the professional services considered under the City's general engineering continuing contract.***

1. Example projects in Section F shall not exceed one page each,
2. ***In the resumes and projects, provide and highlight evidence of experience demonstrating working with the following key items across the various resumes and projects:***
  - ***Government agencies,***
  - ***Continuing service contracts,***
  - ***Reclaimed pumping and storage facilities,***
  - ***Improvements to potable water treatment plants sourced from groundwater in NE Florida with continuous disinfection systems using sodium hypochlorite and removal of total sulfide,***
  - ***Improvements to Wastewater treatment plants discharging to surface waters,***
  - ***High service pumping facilities,***
  - ***Lift stations,***
  - ***Concrete tank repairs,***
  - ***Elevated water towers,***
  - ***Water main projects,***
  - ***Gravity sewer main projects,***
  - ***Force main projects,***
  - ***Reclaimed main projects,***
  - ***Horizontal directional drill projects,***

- *Jack and bore projects,*
- *Aboveground storage tanks (AST),*
- *Potable water wells,*
- *Geophysical logging,*
- *Aquifer storage and recovery (ASR) wells,*
- *Aquifer/groundwater modeling and calibration,*
- *Deep well injection,*
- *Consumptive use permitting and renewals,*
- *Well repair and rehabilitation,*
- *Well testing,*
- *Risk, resiliency, and emergency response plans,*
- *Water planning,*
- *Resident construction observation and inspection services,*
- *Programmable logic controller and human machine interface systems,*
- *SCADA systems,*
- *GIS systems,*
- *Improvements to City buildings and facilities,*
- *Environmental permitting and compliance for City facilities such as fuel, chemicals storage, MSGP, etc.,*
- *Maintenance of traffic,*
- *Complete streets,*
- *Pedestrian improvements and signalization,*
- *City signs,*
- *Street lighting,*
- *Street markings,*
- *Street maintenance program,*
- *Asphalt condition evaluation,*
- *Drainage improvement projects,*
- *Trails,*
- *Improvements to local parks,*
- *Landscaping,*
- *Irrigation,*
- *Urban planning, zoning, concurrency, etc.,*
- *Surveying and mapping,*
- *Geotechnical engineering and testing,*
- *Flood zone mapping,*
- *FEMA letter of map change, letter of map amendment, letter of map revision, etc.*
- *Electrical evaluations, ARC Flash studies, and improvement/upgrade projects,*
- *Improvements to FDOT roads and intersections,*
- *Improvements to local roads and intersections,*

- **Public outreach,**
  - **Archeological surveys and permitting,**
  - **Environmental site mitigation (e.g. wetland delineation, wetland mitigation,**
  - **Endangered species surveys, endangered species mitigation), and**
  - **Environmental compliance (e.g. fuel tanks, MSGP, etc.)**
  - **Permitting (e.g. facility permitting, building permits, environmental permitting, ERP permitting, SJRWMD permitting, CUP permitting, beach/CCCL permitting, FDEP permitting, regulatory compliance, Consumptive Use Permit modifications, FDOT permitting, County/COJ permitting, etc.).**
- Part I Section H shall be tailored to meet the following requirements:
1. Page limit of fourteen (14) pages. Two (2) of the fourteen (14) pages shall be allowed on 11" x 17" bond paper without restrictions regarding the font sizes. No double sided allowed.
  2. Respondents shall include the following sections in the narrative: (Note: for continuing services RFQ use a single generic prototype project)
- Consultants shall use one of the following generic prototype projects to formulate a response to the requirements below:**
- Project 1. A Wastewater Treatment Facility improvement project that has two (2) existing treatment trains. One treatment train is an IFAS process, and the other treatment train is an extended air process. Needed improvements include options to increase mean cell residence time (MCRT) from 3-days to 7-days in the IFAS plant along with reducing daily side stream nutrient contributions into the plant. Additional needs would include improvements to food to mass ratio (F:M), electrical upgrades, additional process monitoring and controls, and the addition of a chemical feed system for the addition of alkalinity.
- Project 2. The City's Consumptive Use Permit (CUP) expires on 06/11/2022 and will need a consultant to prepare the required modeling, water supply planning, analyze existing and future WTP demands, documentation, and reapplication for the CUP renewal. In addition, one of the Water Treatment Plant's (WTP) older water supply well's capacity has fallen and needs replacement. The new well should be located further from the existing well field to allow future well repairs and rehabilitation (e.g. rehabilitations to the remaining wells, if need, while keeping the new well in service). Project needs include locating a new well site, raw water pipe route, temporary and permanent property/easement acquisition, well permitting, CUP permitting to add the move the well, geophysical logging, downhole water quality testing program, aquifer testing of the proposed well in accordance with the Aquifer Testing Guidelines outlined in the SJRWMD Applicant's Handbook, Consumptive Uses of Water, the collection, analyzation, and reporting of sampled water, and the oversight of Drilling activities.
- Project 3: The City has field collected data for over half its utility systems including distribution, collections, and drainage for eventual GIS integration. Later this year the City is planning to implement an ESRI GIS solution. The

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## Instructions to Bidders

project needs would include collecting the remaining field information, GIS implementation, development and deployment, and using the GIS data to scope, budget, rank and prioritize the City's water, sewer, and drainage utility projects into a 5-year Capital Projects Plan.

- Consultant experience, capabilities, and ability related to this Project,
- Approach and understanding of this Project to include Statement of Work and Project Management Plan:
  - include detailed and rational approach to meeting schedules, project management and project delivery as well as any control and optimization measures that will ensure that all deliverables will be on time every time.
  - Discuss any understanding of the Project goals and objectives, critical success factors, constraints and include coordination with stakeholders and regulatory agencies as well as how the Consultant's QA/QC process is incorporated into the project delivery.
  - Include the Consultant's efficient and effective communication plan for the Project with the City to optimize workflows and minimize disruptions to staff while maintaining efficient project delivery,
- Proposed innovative and cost saving ideas for this Project,
- Past performance with similar projects that closely match the scope of work for this Project or RFQ (include at least five (5) example projects, as included in Section F, similar in scope and complexity completed within the last eight (8) years) and describe why they closely match the scope of work for this Project and the team's performance completing the needed services on those projects,
- Adequacy of personnel and team to perform on this Project,
- Consultant's present and projected workloads – Discuss the Consultant's ability to adapt existing schedules, workflows, projected capacity levels, and capability of adding the additional Project that will meet or exceed the City's needs and expectations.
  - Since this is a continuing service RFQ, it is helpful to discuss the Consultant's ability to adapt existing schedules, resources, workflows, projected capacity levels, abilities, and capabilities for adding various projects from within the potential services solicited over the years of the contract that will meet or exceed the City's needs and expectations.
- Minority business enterprise participation as defined in F.S.s. 288.703 – Provide a statement with the total anticipated percent (%) participation and breakdown by firm(s).
- Willingness to meet time and budget requirements of the City for this Project:
  - Provide a milestone schedule for completion of the professional services from issuance of the Notice to Proceed (NTP) through

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- procurement documents for soliciting a contractor showing deliverables and discuss the Consultant's commitments to meet the City's time requirements. Provide sufficient detail in the schedule so it can be reviewed for reasonableness and approach.
- Discuss prior history in minimal number of Consultant and contractor-driven change orders with agencies.
  - Discuss any of the Consultant's practices, procedures or policies aimed at reducing contractor driven change orders prior to starting construction.
  - Discuss prior history in completing projects on time and within budget.
  - Discuss prior accuracy with opinion of probable construction costs compared with Bid results.
  - Volume of work previously awarded to each Consultant by the City over the last three (3) years – Provide a tabulation of all work awarded over the last three (3) years from the date of submission.
  - Discuss past record and accomplishments: include significant awards, technical papers, publications, and recognitions of the Consultant in the professional expertise areas of the RFQ,
  - Office location(s) where work will be performed identifying key personnel by location.
  - References: The respondent must provide references for three (3) separate and verifiable professional services similar to the current solicited project services. Past services must have been completed within the last eight years from the submission. Include the following:
    - Name of firm:
    - Contact person:
    - Phone Number:
    - Email:
    - Address:
    - Project Location:
    - Project Description:
    - Project Dates:
    - Project Fees:
    - Project Construction Cost:
  - Forms:
    - SF 330 Part II General Qualifications (for the Consultant and all subconsultant),
    - IRS Form W-9 (for the Consultant and all subconsultant(s)),
    - Sworn Statement regarding Public Entities Crimes submitted to City of Neptune Beach (for the Consultant and all subconsultant(s)).
  - Attachments, please provide the following:
    - Current licensure for key personnel and certificates of authorization for the Consultant and subconsulting firms,

## Section 1

## Instructions to Bidders

- Current and valid occupational license or business tax receipt issued for the type of services to be performed for the Consultant and subconsultants,
- Attach listing of any additional accomplishments such significant awards, technical papers, publications, and recognitions of the Consultant in the professional expertise areas of the RFQ,
- At least 3 recommendation letters,
- Current minority business enterprise certifications as defined in F.S. s. 288.703,
- Insurance certificates for proposal purposes only.

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## Scope of Services

### REQUEST FOR QUALIFICATIONS (RFQ) SPECIFICATIONS

#### Statement of Purpose

City of Neptune Beach (CONB) operates and maintains water systems, wastewater systems, parks, fields, playgrounds, trails, beach accesses, beaches, public buildings, easements, roads, and public parking. The City provides utilities to the public and maintains public roads and drainage which require protection of public health, safety, and welfare, and shall require a Florida licensed Engineer of Record (EOR) for its projects associated with this request. The purpose of this solicitation is that CONB seeks a qualified and licensed consulting firm to perform continuing professional services associated with General Engineering Continuing Contract (GECC) within the city. CONB's estimated individual project construction cost within this contract shall not exceed \$4 million, professional services for each individual study activity under the contract shall not exceed \$500,000, or for work of a specified nature as outlined in the contract required by CONB as provided under Consultants' Competitive Negotiation Act, F.S. s. 287.055 (CCNA).

#### Project Scope of Services

CONB requests qualified individuals and firms with experience in General Engineering Continuing Contracts, and other related technical services to submit qualifications. CONB provides utilities to the public and maintains public roads and drainage that requires protection of public health and safety and shall require an Engineer of Record (EOR) for its projects associated with this RFQ. The Consultant shall provide drawings, details, reports, studies, audits, analysis, investigations, support services, assessments, engineering documents, specifications, resident construction inspection, permitting, certifications, and related services. The services will be utilized by CONB for upgrades, projects or improvement projects within the city on an as-needed basis.

CONB will outline individual project needs and requirements. When requested, the Consultant shall provide a not-to-exceed price or lump sum price, at CONB's discretion, to complete the needed services on the project. The price shall include all costs of expenses, equipment, salaries, overhead, incidentals, fringe benefits, and operating margins. CONB may request certain portions of the Scope to be completed on a lump sum or not-to-exceed basis, at its discretion, with each individual Supplemental Agreement authorized and executed prior to commencement of any work. Invoices shall be submitted by the Consultant on an "as incurred" basis and shall be paid by CONB in accordance with the Local Government Prompt Payment Act. The Consultant shall complete work according to proposed project timeline and shall provide all deliverables in a timely manner, within the total price stated in the Supplemental Agreement. The Consultant shall follow the authorized Supplemental Agreement(s).

CONB may request the following, but not limited to, potential professional services during the term of the Agreement:

1. Water treatment plant upgrades and/or improvements,
2. Wastewater treatment plant upgrades and/or improvements,
3. Lift station upgrades and/or improvements,
4. Reclaimed pumping and storage facility upgrades and/or improvements,
5. High service pump building upgrades and/or improvements,
6. Instrumentation and control system upgrades and/or improvements,
7. Water quality, water/wastewater chemistry, nutrient removal, treatment process analysis, upgrades and/or improvements,
8. Plant process modeling,
9. Water main projects,
10. Gravity sewer main projects,
11. Restoration and repair projects,



## Section 2

## Scope of Services

12. Infiltration and inflow projects,
13. Force main projects,
14. Reclaimed main projects,
15. Stormwater management system improvements and/or upgrades,
16. Horizontal directional drill projects,
17. Public building improvements,
18. Park projects and improvements,
19. Landscaping, hardscaping, and sign improvements,
20. Temporary and final irrigation improvements,
21. Surveying and mapping,
22. Geotechnical testing,
23. GIS system integration, upgrades, programming, and data collection,
24. Activity field improvements (e.g. baseball, volleyball, soccer, etc.)
25. Trail projects and improvements,
26. Kayak launches,
27. Road projects,
28. Asphalt maintenance evaluation and resurfacing projects,
29. Street lighting improvements,
30. Street markings,
31. Sidewalk maintenance and improvements,
32. Intersection and signalization improvements,
33. Pedestrian improvements and signalization,
34. Complete street projects,
35. FDOT road improvements,
36. Traffic modeling,
37. Parking improvements,
38. Drainage improvements and projects,
39. Drainage master plans,
40. Water supply planning,
41. Public outreach,
42. Jack and bore projects,
43. Reclaimed augmentation well analysis, modifications, upgrades, or improvements,
44. Potable water well analysis, modifications, upgrades, improvements, or replacement,
45. Well repair and rehabilitation projects,
46. Groundwater modeling,
47. Capital improvement project planning,
48. Risk, resiliency, and emergency response plans,
49. Utility master planning,
50. Utility modeling,
51. Resident construction observation and inspection services,
52. Foundation inspections (e.g. tanks, influent structures, special structures, utility buildings, lift stations, public buildings, etc.),
53. Steel inspections (e.g. tanks, influent structures, special structures, utility buildings, lift stations, public building, etc.),
54. Threshold inspections (e.g. tanks, influent structures, special structures, utility buildings, lift stations, public buildings, etc.),
55. Programmable logic controller (PLC) and human machine interface (HMI) system upgrades and/or improvements,
56. Electrical upgrades and/or improvements,

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57. Generator and fuel tank improvements,
58. Structural tank and coating integrity inspections and certifications,
59. Structural hydro-pneumatic (pressure vessel) tank and coating integrity inspections and certifications,
60. Supervisory Control and Data Acquisition (SCADA) systems implementation, upgrades and/or improvements,
61. Site-specific maintenance of traffic designs,
62. Potable reuse projects,
63. Energy efficiency evaluations and improvements,
64. Electrical evaluations of existing power service(s), generator(s), transfer switch(s), grounding system, and power distribution equipment to ensure they can accommodate the needed improvements,
65. Electrical evaluations of actual running electrical conditions of the existing equipment to ensure that it is not running outside the limits of the nameplate data, or equipment that is limited from operating at maximum capacity.
66. Security alarms,
67. Lightning protection,
68. ARC Flash evaluations and reporting,
69. Electrical upgrades,
70. HVAC evaluations to ensure it can accommodate increased loads,
71. HVAC upgrades,
72. Drainage, hydraulic, and flood modeling,
73. Flood zone mapping,
74. FEMA letter of map change, letter of map amendment, letter of map revision, etc.
75. Asset management, condition assessment, risk analysis, and risk-based prioritization,
76. Diurnal demand analysis,
77. Transient analysis,
78. Non-revenue water reduction,
79. Easement or land acquisition support,
80. Public outreach,
81. Constructability reviews,
82. Value engineering,
83. Staff augmentation,
84. Environmental site analysis and planning (e.g. wetland delineation, wetland mitigation, endangered species surveys, endangered species mitigation),
85. Permitting, reporting, renewals, and regulatory compliance (e.g. facility permitting, environmental permitting, ERP permitting, SJRWMD permitting, FDEP permitting, National Pollutant Discharge Elimination System (NPDES), Multi Sector Generic Permits, Consumptive Use Permit, FDOT permitting, Municipal Separate Storm Sewer System (MS4), County/COJ permitting, etc.)
86. Due diligence investigations,
87. Solicitation preparation, bidding services, and assistance,
88. Feasibility studies,
89. Grant or funding assistance and support,
90. Cost benefit analysis,
91. Data analytics,
92. Quality assurance and quality control,
93. Staff support and assistance services,
94. Stormwater Pollution Prevention Plans (SWPPP),
95. Spill Prevention Control and Countermeasure (SPCC),

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## Scope of Services

### 96. Other municipal professional services as required.

The Consultant, when requested, shall provide a not to exceed price or lump sum price, at CONB's discretion, to complete the Scope on the Project that includes all costs of expenses, equipment, salaries, overhead, incidentals, fringe benefits, and operating margin. CONB may request portions of the Scope to be completed on a not to exceed or lump sum basis, at its discretion. Invoices shall be submitted by the Consultant on an "as incurred" basis and shall be made by CONB in accordance with the Local Government Prompt Payment Act.

Consultants shall use its past experiences to give professional guidance and judgement that produces a reasonable outcome that will benefit CONB. The Consultant shall develop deliverables that reduce risk over the Project including: an in-depth review and examination of the existing site, identification of issues early that would pose a risk of change order, so that they can be addressed during the design phase, evaluation of design related decisions and alternatives, and performance of QA/QC on all deliverables prior to submission. It is the responsibility of the Consultant for the accuracy and completeness of its design as based upon the requested deliverable. The Consultant's services shall include all personnel, labor, materials, overhead, equipment, postage, printing, copying, plotting, mileage, deliveries, all direct and indirect costs, administrative costs, reimbursables, and anything necessary to provide all research, recommendations, studies, conferences, presentations, written documents, designs, specifications, details, drawings, issuances of certificates for payment, reviews of documents, inspections, supervision and approvals of work, preparation of addendums and field orders, change orders, responses to requests for information, and work acceptances as necessary to accomplish the assigned Project. Professional services will generally include the following items:

Conceptual Design Services – These are services necessary to clearly define a program or provide further investigation of need. This may include an existing conditions survey, reports and master planning. When conceptual services are requested, including studies and reports, the Consultant shall evaluate the program, the existing conditions and the design parameters. The Consultant shall prepare as many studies as may reasonably be required in order to develop a detailed Scope for the project. Studies shall be accompanied by associated cost estimates and any additional items of work as defined within the specific requirements for the Scope. Deliverables shall be specified within the Scope as applicable

#### Planning and Design Phase:

- The Environmental, Civil and Environmental Engineering, Mechanical Engineering, Structural Engineering, Landscape Architecture, Irrigation, Electrical Engineering, and Architectural services needed to facilitate the Project,
- Coordination of the professional services required for the Project,
- During the design phase, the selected scheme is developed in detail to establish the validity and constructability of the schematic design. This phase consists of finalizing any temporary construction easement (TCE) needs, finalizing environmental impacts, coordinating TCE boundary survey and legal descriptions for property acquisitions, coordinating with adjacent impacted properties, preparing final construction documents, including the basis of design, drawings, specifications, project manuals, and coordinating the direct purchase of major equipment and materials identified in the solicitation documents. For regulatory approval and public bidding, all documents must be coordinated, checked and cross-checked. The Consultant acknowledges that comprehensiveness, constructability and keeping construction change orders to a minimum are important considerations for CONB. A detailed opinion of probable construction cost estimate is required for each of the milestone deliverables. The Consultant shall include notification of potential Bidders, bidding services, reviewing Bids (responsive, responsibility, verify references, material deficiency, conformance with solicitation requirements, etc.),

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providing recommendations for award, scheduling and attending a pre-bid meeting, attend the Bid opening, scheduling and attending a preconstruction meeting, issuing conformed contract documents, and issuing documents for construction.

- Site visits as the EOR determines in the best interest for the project needs,
- A survey as determined by the Engineer of Record (EOR) to include the following:
  - The Consultant shall be responsible for determining the extent and the requirements of the needed survey suitable for the design, permitting and construction of the project,
  - Flagged boring locations (if not present at the time of survey field work include going back to pick-up and adding),
  - Structures on the property with finished floor elevations,
  - Underground utilities,
  - Subsurface Utility Engineering (SUE),
    - Verified Vertical and Horizontal Location (VVH), the locations and quantity determined by the Engineer of Record (EOR),
  - Above ground utilities,
  - Landscaping and trees,
  - Fencing,
  - Paving,
  - Sidewalks,
  - Spot elevations within the area including all grade breaks, top of banks, flow lines, toe of slope, center lines, etc.,
  - Contour elevations not to exceed one (1) foot elevations,
  - Flood zone classification,
  - Wetland lines (if not present at the time of survey field work include going back to pick-up and adding),
  - Water features,
  - Easements, Servitudes, Rights-of-Way, Access,
  - Property boundaries,
  - Legal description,
  - Easement locations,
  - Adjacent rights-of-way,
  - Extend the topographic and utility survey beyond the site perimeter by 25 feet,
  - Include survey information for adjacent fronting rights-of-way,
  - Include at least two (2) temporary benchmarks for use during construction located outside off, but adjacent to, the proposed improvements,
  - Horizontal shall use the North American Datum of 1983 (NAD 83), Florida State Plane Coordinate System, East Zone - U.S. Survey Feet,
  - Elevations shall use the North American Vertical Datum of 1988 (NAVD 88),
  - The survey will be performed in accordance with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative code, and pursuant to Section 472.027, Florida Statutes,

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- Deliverables shall include electronic forms in both PDF and AutoCAD.dwg formats,
- AutoCAD files shall use the national CAD layering standards and will include the surface, Triangular Irregular Network (TIN), and all break lines used to create the contours,
- Include summary documentation of the QA/QC reviews with all deliverables,
- Final survey shall include four (4) signed and sealed hard copies for filing and a digitally signed and sealed pdf version, as set forth in rule SJ-17.062, Florida Administrative Code (F.A.C.)
- Geotechnical Engineering to include the following:
  - The Consultant shall decide the final boring and test pit locations, depths, and quantity suitable for the design, permitting and construction of the project.
  - The geotechnical investigation shall include borings in accordance with industry standards such as Appendix A from ACI 372 as the guidelines and foundational requirements for all GSTs,
  - The geotechnical investigation shall include borings for proposed buildings, structures, or foundations,
  - The geotechnical investigation shall include borings and test pits along the utility routes,
  - Borings,
  - Test pits,
  - Laboratory testing,
  - Site earthwork recommendations and site preparation,
  - Seasonal high groundwater table,
  - Encountered groundwater table,
  - Evaluation of the subsurface conditions,
  - Settlement potential analysis,
  - Bearing capacity and allowable bearing pressure of the native soils,
  - Evaluation of on-site soil for use as structural fill/backfill material,
  - Unsuitable soil expectations (silts, clays, or other deleterious materials),
  - Flag boring and test pit locations for inclusion into the site survey,
  - Boring and test pit logs,
  - Boring and test pit map,
  - Geotechnical engineering report and recommendations.
- Environmental shall include the following:
  - Site visits, evaluations, field surveys, and investigations.
  - Evaluation, avoidance, and mitigation of wetland impacts.
  - Calculation of mitigation requirements for the Project in accordance with the Uniform Mitigation Assessment Method (UMAM) as mandated by subsection 373.414(18), F.S.
  - Identification of the final amount and coordination for the purchase of mitigation of credits with mitigation banks.
  - Survey, evaluation, avoidance, mitigation and removal of endangered species impacts (such as gopher tortoise, bald eagles, skinks, etc.).

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- On-site meetings with the applicable jurisdictional permitting agencies as the Environmental Scientist determine in the best interest for the Project or permitting needs.
- Preparation and submittal of applicable environmental permit applications.
- Consultant shall first review any information or work products provided by others within the Consultant's abilities and advise CONB in writing of any potential error, omissions, or inconsistencies the Consultant discovers or becomes aware of, if any, before proceeding with any work under this Agreement.
- During the progression of the project development for the site adaption of the project approach the Consultant shall evaluate design related issues, discuss potential risk, discuss mitigation strategies, and collaboratively give recommendations when needed.
- The Consultant shall review the proposed site locations, structures, electrical systems, facilities, and appurtenances for sufficiency related to the proposed Project and/or scope of services.
- The Consultant shall provide a written summary documenting any identified defects at the proposed site location, structures, electrical systems, facilities, appurtenances, and provided materials or information the Consultant discovers or becomes aware of during the Project, including collaborative discussions, and shall provide collaborative resolution or recommend proposed solutions of identified material findings.
- The Consultant shall actively participate in progress meetings and periodic teleconferences.
- The Consultant shall effectively and efficiently communicate and collaborate with CONB.
- The Consultant shall provide the following:
  - Project Management Plan (Work Plan) and project schedule to review at the kick-off meeting and provide final copies within two (2) weeks of the kick-off meeting. The Project Management Plan typically includes the following:
    - Project name,
    - Project numbers,
    - Project objectives,
    - Project goals,
    - Budget,
    - Project team,
    - Scope of work,
    - Deliverables,
    - Permitting requirements and applications,
    - Easement needs and requirements,
    - QA/QC plan,
    - Design review points,
    - Contact list,
    - Meeting and teleconference schedule,

- Milestone schedule,
- Communication plan for the Project with the CONB,
- File documentation plan for the Project.
- Meeting notes (for all project-related meetings and teleconferences attended),
- Monthly Project progress summary memos provided with the pay applications that typically include the following:
  - Any changes in the scope, schedule, and budget since the last update?
  - Any open or unresolved issues since the last update?
  - What is the status of the project?
- Plant design report(s),
- The Consultant shall track/log design-related issues, open items and questions, unresolved items, action items, and potential risks to the Project,
- 30%, 60%, 90% and Final review materials and meetings,
- Engineer's opinion of probable construction costs and updated milestone schedule with the 30%, 60%, 90% and Final review materials,
- Include summary confirmation of the Consultant's QA/QC reviews with all deliverables and review submittals,
- 30%, 60%, 90% and Final review materials and meetings including:
  - Engineer's opinion of probable construction costs and basis of estimate with the 30%, 60%, 90% and Final review materials,
  - Basis of design (updated with 30% and Final review materials) that shall identify how the design provides the performance and operational requirements of the project and its systems including the technical approach, design parameters, project requirements, assumptions, project permitting needs, design criteria, design codes, and design calculations,
  - Consultant's CPM schedule (updated with the 30%, 60%, 90%, and Final review materials),
  - Agenda for the 30%, 60%, 90%, and Final review meetings that shall include project monitoring and control update, project schedule update, project update, design-related issues, open items and questions, unresolved items, action items, and potential risks to the Project for discussion,
  - Four (4) full-size copies of all drawings and documents, as well as electronic documents (PDF) of all drawings and documents delivered to CONB a minimum of seven (7) working days prior to the review meeting,
  - Four (4) copies of specifications delivered to CONB a minimum of twenty-one (21) working days prior to the review meeting,
  - Include a summary of the Consultant's completion of their QA/QC review process prior the submission of review submission deliverables,
  - 30% Review materials shall include: processes, flows, major equipment and materials

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information, preliminary schedule, design criteria, plans, layout, stormwater management concepts, outline specifications, equipment data sheets, design parameters, preliminary sizing, design criteria memo, and Agenda for the meeting.

- 60% Review materials shall include: updated 30% information, incorporated 30% review comments, cross discipline coordination, completed processes, flows and all equipment, draft front end specifications (Division 0 and 1), construction phasing plan, landscaping plans, irrigation plans, fencing, erosion control plans, SWPPP, details, maintenance of traffic plans, design calculations, Memo by the EOR stating the geotechnical report and survey are sufficient for their design needs, and Agenda for the meeting.
- 90% Review materials shall include: updated 60% information, incorporated 60% review comments, cross discipline coordination, constructability review, completed detailing, front end specifications (Division 0 and 1) and TOC of technical specifications, bid documents, project manuals or reports, EOR Memo outlining any outstanding design-related issues and potential risks to the Project identified, and Agenda for the meeting.
- Final Review materials shall include: updated 90% materials, incorporated 90% review comments, Agenda for the meeting, and final cross discipline coordination, design calculations, drawings, details, final specifications, bid documents, contract documents, basis of design, project manuals or reports, copies of obtained permits, equipment data sheets for asset management, etc.
- As an optional separate task, when authorized by CONB, provide specialized tank foundation design (other than an on-grade foundation) such as stone columns or piles, if required. The specialized tank foundation design must be needed and authorized by CONB. This will include a revision to the pre-stressed concrete tank design using stone columns or piles, based on the geotechnical report information. Include the additional Post-design Phase services required in this task.
- Permit applications or modifications as required and any supporting documents such as the following:
  - Florida Department of Environmental Protection (FDEP) minor modification to the primary source of reuse water going through the proposed reclaim storage facility, per FDEP Rule 62-610.472(4), F.A.C.
    - Consultant shall develop and implement a groundwater sampling plan to support the minor modification. The Consultant shall collect and deliver samples to one of CONB's laboratory vendors.
    - Prepare well evaluation report summarizing the well performance testing and groundwater sampling activities.
  - Consumptive use permit (CUP) modification application to incorporate the Water Treatment Plant well(s) into CONB's existing CUP,
  - FDEP construction permit application for the reclaimed water main,
  - FDEP construction permit application for a public water main,
  - FDEP construction permit application for a public wastewater main,
  - FDEP permit application for the construction of public water system components for a water treatment plant with supporting documents,



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- FDEP permit application for the construction of public wastewater facility or activity for a wastewater treatment facility with supporting documents,
- FDEP permit application for the construction with supporting documents,
- Preparation of SJRWMD Storm Water Permit Determination letter for review,
  - Preparation of SJRWMD Environmental Resource Permit based on Storm Water Determination.
- Florida Department of Transportation (FDOT) Rights-of-way (ROW) permit application package for construction of within the ROW,
- Florida Department of Transportation (FDOT) utility permit application package,
- Florida Department of Transportation (FDOT) Drainage permit application packages,
- Building permit application packages,
- Preparation of Florida Fish and Wildlife Conservation Commission (FWC) permit as required,
- Preparation of U.S. Army Corps of Engineers (USACE)/ St. Johns River Water Management District (SJRWMD) and/or Florida Department of Environmental Protection (FDEP) Environmental Resource Permitting for any wetland impacts as required,
- Response to at least one permit Request for Additional Information (RAI) for all permit applications. If additional RAIs are required due to incompleteness or errors in the information developed by the Consultant, the additional RAIs shall be provided,
- Inclusion of at least one (1) appropriately signed and sealed full size record copy and one digital (.pdf) copy of all permit correspondence and submissions for a file copy with CONB,
- The Consultant shall determine the application fees needed for each permit application and submit a check request to CONB a minimum of four (4) weeks prior to each permit submission for CONB to pay the permit application fees,
  - Consultant shall submit PDF versions of either a letter or memo requesting each check. Each check request should be on a separate letter/memo and include:
    - Project name
    - CONB project number
    - CONB PA Number
    - Brief explanation/reason for the check
    - Who to make the check out to and contact information (name, address, phone number)
    - Amount of the check
    - Any check delivery instructions (e.g. mail, direct payment, provide to consultant, etc.)
- Attendance of preapplication meetings or meetings with applicable jurisdictional permitting agencies as the EOR determines in the best interest for the Project or permitting needs. Provide notes for all meetings and teleconferences attended,

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- The Consultant shall schedule and attend a kick-off meeting for the project with the project team members, to discuss various topics, including but not limited to the following: CONB project goals and expectations, project work plan and schedule, team members' roles, CONB points of contact, equipment preferences, operational goals, project deliverables, design concepts and constraints, and special requirements,
- Develop and finalize design drawings, specifications, and bid & procurement documents and provide bidding services to include the following:
  - CONB uses standardized Division 0 and Division 1 specifications, based on using Division 16 format, that includes the Engineers Joint Contract Documents Committee (EJCDC) front end specifications. Note that the EJCDC language does allow for awarding projects by parts. At CONB's discretion the Consultant may prepare three separate bid packages of drawings and specifications, a single package of drawings and specifications, or a single package of drawings and specifications awarded by parts. The Consultant shall comply with all obligations of the Engineer or Engineer of Record (EOR) obligations within the EJCDC documents. All technical specifications, drawings, contract documents, and project manuals shall not conflict with any existing CONB's policies, specifications, standards, approved materials, and details,
  - Preparation of procurement documents (bid documents, advertisement(s), addenda, drawings, details, contracts, specifications and requirements, etc.),
  - The Consultant shall interpret plans and specifications, prepare and issue amendments and related drawings, coordinate and attend a pre-bid meeting(s), answer questions and requests for information, develop necessary addenda drawings and specifications, include at least three (3) addenda packages, attend the bid opening(s), review all received Bids (responsive, responsibility, verify references, material deficiency, conformance with solicitation requirements, etc.), provide a certified bid tabulation(s), provide recommendations for award with basis, and conform the contract documents as required by Consultant during the period that CONB issues a solicitation(s) to the public,
  - Preparation of five (5) sets of conformed contract documents for each bid or part (conformed drawings, details, prepare the standard form of agreement (including: update Article 9, contract amounts and Contractor Information), Contractors, bid information, bonds, Contractor's insurance certificates, solicitation, addenda, specifications, geotechnical reports, and requirements, etc.),
  - Preparation of five (5) Issued for Construction (IFC) Documents per contract (drawings, details, contracts, addenda, specifications and requirements, etc.),
  - Coordination and attendance of preconstruction meeting(s) that includes CONB staff, contractors, key permitting agencies, and other applicable utility company representatives,
  - The bidding schedule is typically four (4) to five (5) months from bid advertisement though issuance of the Contractor's NTP,

### Post-Design Phase:

- During the construction phase the Consultant shall perform periodic site visits, attend monthly site meetings, prepare and distribute minutes from those meetings, review shop drawings, samples, operation and maintenance manuals, test results, submittals and submittal logs, mock ups, review and perform detailed cost estimates, review contractor and subcontractor qualifications and subsequently provide recommendations, resolve design errors, review contractor's coordination documents and adherence to the construction schedule, review and verify contractor's change

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orders and prepare Consultant's design change orders, respond to requests for additional information, issue field orders and design clarifications, participate in the preparation of a punch list, and participate in commissioning of the facility. The means, methods, techniques, and safety are the sole responsibility of the contractor and not the responsibility of the Consultant. The Consultant's actions will include such reasonable promptness as to not cause delays in the progress of work while allowing sufficient time for reviews.

- Provide required drawings and supporting documents for the contractor's building permit applications and any required submittals, and/or at least one Request for Additional Information (RAI) of the local City Having Jurisdiction (AHJ). If additional RAIs are required due to incompleteness or errors in the information developed by the Consultant, the additional RAIs shall be provided.
- Review shop drawings, samples, operation and maintenance manuals, test results, submittals and submittal logs. Submittal reviews shall include checking for conformance with information given and the design concept expressed in the contract documents. Items used on the Project and are within CONB's Approved Materials Manual do not need a submittal from the contractor. Reviews are not intended to relieve the contractor of full responsibility for its contract performance.
- Attend and participate in monthly progress meetings with site visit to observe the progress and quality of work performed. Prepare and distribute minutes from those meetings.
- Track the Contractor's schedule and report instances of apparent delays or slippage to CONB for resolution.
- Conduct additional construction site visits with Consultant's staff to observe the progress and quality of the work; determine, in general, if the work is proceeding in accordance with the intent of the technical portion of the contract documents; and view critical operations during construction.
- Document variations from the contract documents and report instances of apparent deviations from the design and any non-conformances observed during field visits to the CONB's project manager.
- Perform Engineer of Record (EOR) obligations including those outlined in the EJCDC documents,
- Perform contractor's Entitlement Review and determination,
- Review and approve contractor's periodic pay requests,
- Respond to Requests for Information (RFI) responses from the contractor,
- Evaluate and respond to contractor-requested deviations from the approved design or specifications, and issue field orders and design clarifications,
- Track and log RFIs, shop drawings, Submittals, Field Orders, Change Orders, and corresponding responses,
- Provide technical interpretation of the drawings, specifications, and contract documents when a Change Order Request (COR) is submitted ,
- Provide startup assistance,
- Conduct final inspections,
- Provide punch lists,

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- Upon final completion, verify 'punch list' items are completed and provide written notice certifying to CONB that the Contractor's work is generally in accordance with the Contract Documents to the best of the Consultant's knowledge and belief based on the extent of its services.
- Review operation and maintenance manuals provided by the contractor,
- Certify that the Project has been constructed in substantial conformance with the permitted construction plans and specifications. The contractor shall prepare any as-built drawings for the Consultant's review. The Consultant shall base such review on its site visits, monthly construction meetings, correspondence, and available information supplied by the contractors, onsite representative personnel, suppliers, and other sources. Review submitted as-builts for general conformance with the requirements of the CONB As-Built Specification Standards Manual and substantial conformance with the permitted and conformed contract plans and specifications. Upon acceptance of the as-builts, the Consultant will sign the engineer's certification block on each sheet. The responsibility for the accuracy of the as-builts shall remain the contractors. The Consultant shall report known deviations and non-conformances observed during its review.
- Provide As-Builts reviews, and certifications,
- Provide permit close-out documents and certifications,
- Provide a summary Project debriefing and lessons learned recap,
- Provide CONB file copies of all meeting notes (for all Project related meetings and teleconferences attended), logs, observation reports, site photographs, submittals, close-out documents, certifications, as-builts, manuals, punch lists test results, recommendations, reviews, etc., performed during the post-design phase,
- As an optional separate task, when authorized by CONB, provide part-time Resident Construction Inspection (RCI) - efficiently and effectively perform construction observation to review work procedures, materials of construction, the components for compliance with the contract documents, and completion of the project on-time. The resident construction inspector assigned to the project must have a minimum of five (5) years of experience in construction, including the type of construction and project being observed. Relevant work experience related to water, wastewater and reclaim plant construction and pipe line projects, wells, concrete/steel tank construction, jack and bore projects, and horizontal directional drill projects and shall include soil compaction, density reporting, and concrete testing. The RCI shall include the following certifications: certified per American Society of Mechanical Engineers (ASME) B31.3 (latest) in solvent weld training and qualifications program and certifications older than three (3) years from the project start date shall attend a refresher course, Florida stormwater erosion and sedimentation control qualified inspector, earthwork, concrete work, advanced maintenance of traffic, estimation, and construction safety. Proposed RPIs shall include at least three (3) verifiable and relevant references. RPI preferred degree / certifications include: construction management degree, project management degree, civil/environmental engineering degree, construction manager certification, construction management certification, project management certification, ACI certified concrete technician certification, APWA Certified Public Infrastructure Inspector (CPII) Certification, and CSI's Certified Construction Contract Administration (CCCA) certification. Consultants shall use its past experiences to give professional guidance and judgement that provides active participation in the project collaboration with CONB and the engineer of record (EOR). Part-time RCI services for the project shall include the following items:
  - Attend preconstruction meeting,

## Section 2

## Scope of Services

- Attend and participate in monthly progress meetings,
- Keeping track of material certifications, quantities of work performed, rate of progress, and quality and acceptability of material furnished,
- Tracking the Contractor's schedule and report instances of apparent delays or slippage to the EOR and City for resolution,
- Observing the quality and workmanship of the work,
- Determine compliance with project contract documents/specifications,
- Monitoring the overall progress of the project for compliance with the work schedule,
- Verifying compliance with sedimentation and erosion control plan,
- Assure the project is in accordance with Federal, State, County, funding agency requirements, and/or permit requirements,
- Tracking contractors and subcontractors used on the project,
- Tracking stored materials and equipment on the site for use on the project,
- Tracking daily weather conditions at the project site,
- Interacting with agencies and residents to address complaints and other questions and concerns,
- Maintaining ongoing communications with proper permit agency staff so that work does not conflict with permits and local ordinances,
- Provide appropriate field documentation of each construction phase throughout the duration of the project. This will include digital photos, daily written inspection reports, appropriate sketches of work installed, continuous record of field deviations from plans, etc.
- Provide weekly project updates to the City,
- Utilize the City's construction reporting forms,
- Complete contractor past performance rating (CPPR) reports monthly,
- Document variations from the contract documents and report instances of apparent non-compliance to the EOR and City for resolution,
- Witness required testing for the project and log results,
- Consultants shall provide a density\earthwork log book.

Upon completion of tasks, the Consultant will submit final copies of the documents and deliverables listed along with any necessary supporting documentation signed and sealed in accordance with 61G15-23.001, F.A.C.,

Provide milestone schedule for completion of the tasks and deliverables for the Project from issuance of the NTP through procurement. The Consultant and CONB shall mutually agree to a schedule for progress reporting for the Project. Progress reporting shall include, but is not limited to, critical path design schedule with defined milestones, meeting minutes, with assigned action items, telephone log of significant calls, transmittal and submittal logs, issues or questions log, risk register, job site inspection reports, field directives, and punch list. The schedule shall be updated and submitted with each design review and/or monthly progress meeting during the post-design phase. Consultant shall complete all work according to the mutually agreed schedule and provide deliverables in a timely manner. The Consultant shall provide documentation

## Section 2

## Scope of Services

of performance monitoring and measurements for each project. Documentation will be delivered to CONB in accordance with the schedule agreed to by both parties and may include a checklist for project coordination and project meeting review, checklist for project deliverables, and conformance to assigned design schedules.

Fees to the Consultant shall be based on the established negotiated Rate Schedule. The Consultant's services, fees, and invoices shall be in accordance with the terms and conditions of the agreement.

Services provided may include, but are not limited to, the following:

1. Facility Warranty Reviews – This service supports final, in-warranty inspection of new facility construction and/or renovations inclusive of a given facility's conditions. This warranty inspection review is performed along with the project development team comprised of the Consultant, CONB's designated representative, and the Project Manager prior to the end of warranty period for new facility construction and renovations.
2. Investigation and Repair Services - This service facilitates the inspection of existing facilities and/or renovations inclusive of a given facility's conditions. Inspections shall identify the root causes, issues and the specific items needed for the repair and replacement of the deficient items, and the Consultant shall prepare a report outlining its findings and recommend solutions and may be further incorporated into the design process.

Consultant will work under the direction of CONB's designated representative.

Presentation products, architectural, and engineering construction drawings and written product and performance specifications will be delivered to CONB in hard copy and electronic format (PDF and DWG Autodesk format files). CONB uses AutoCAD for its Computer Aided Design (CAD) software. The Consultant shall follow the National CAD Standards layer naming standards. Deliverables of electronic versions of drawings shall use native DWG Autodesk format files created in AutoCAD or Civil 3d. CONB shall determine the number of hard copies to be provided by the Consultant. Bound reports and other similar work products may be required.

The Consultant's work shall comply with the standards set forth by the applicable building codes and laws, professional licensing organizations, and authorities having jurisdiction. It is the responsibility of the Consultant for the accuracy and completeness of its design as based upon the requested deliverable.

This Project, or any portion thereof, may span beyond a single budget year and subject to CONB's budget approval process, and this Project and the Consultant's services could be suspended from time to time for various periods of time or during any of the Consultant's performance of the Scope or Supplemental Agreement(s) proposed hereunder, permanently or temporarily, by action of CONB.

Should the City receive a Cost Share agreement with the SJRWMD or funding grant from the FDEP the Consultant shall comply with the schedule requirements of CONB's SJRWMD/FDEP Agreement, provide CONB quarterly and final report support information as required in the agreement for CONB's review and acceptance, and complete all tasks in accordance with the CONB's SJRWMD/FDEP agreement requirements and obligations.

**Letter of Interest****Request for Qualifications (RFQ)**

General Engineering Continuing Contract (GECC) (CONB RFQ No. 2021-04)

**Professional Services****Due Date: 2:00 pm (Eastern Time Zone) July 29, 2021**

To: Issuing Office  
 City of Neptune Beach  
 116 1<sup>st</sup> Street  
 Neptune Beach, FL 32266

**Name of Firm Submitting Response:** \_\_\_\_\_**Contact Person:** \_\_\_\_\_**Phone Number:** \_\_\_\_\_**Address:** \_\_\_\_\_

**Name of Person Submitting the RFQ:** \_\_\_\_\_  
**(Must be an officer of the firm)** \_\_\_\_\_

**Acknowledge all Addenda:** \_\_\_\_\_

The Consultant, person, or affiliate, by affixing his signature to this Letter of Interest agrees to the following:

1. Certifies that this proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same service; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
2. Certifies that it has not been placed on the State of Florida convicted vendor list following a conviction for a public entity crime.
3. Certifies that it has a valid occupational license or business tax receipt issued for the type of services to be performed.
4. Certifies that it is authorized and licensed under Florida Statutes to perform the professional services for the type of services to be performed.
5. Acknowledges that a firm(s) or individual(s) adversely affected by the City's decision shall file a written Notice of Protest within 72 hours after the selection by the City, and failure to file shall constitute a waiver of proceedings under Chapter 120.57(3)a(3) F.S.
6. Acknowledges that qualifications received either by mail, courier, delivery, hand delivered or any other method to the wrong location or after the stated time and date shall not be accepted.
7. Acknowledges that the City reserves the right to reject any and all qualifications, to waive any informality, to re-advertise for request of qualifications, and/or to accept that qualifications which is in the best interest of the City.
8. Acknowledges that unauthorized contact with the City's employees may result in rejection of the qualifications.
9. Acknowledges that it is the respondent's responsibility to obtain any ADDENDA from the Issuing Office prior to the due date and submission.
10. Acknowledges that it is the respondent's responsibility to read the RFQ and example professional services agreement. Any variances must be clearly noted by the respondent and shall be attached as an appendix. The respondent's RFQ may be deemed nonresponsive, if the respondent decides to submit any variances after the opening date. If no variances or objections are submitted with the respondent's submission it is hereby implied that no objection is taken with the RFQ, or contract terms and conditions.

Signature: \_\_\_\_\_

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

**Submission Checklist****Request for Qualifications (RFQ)  
General Engineering Continuing Contract (GECC)  
(CONB RFQ No. 2021-04)  
Professional Services****Due Date: 2:00 pm (Eastern Time Zone) July 29, 2021**

- ☐ Completed Letter of Interest
- ☐ Included a one-page executive summary (as specified in Instruction to Bidders)
- ☐ Included cover
- ☐ Included a table of contents
- ☐ Completed Sworn Statement(s) (for the Consultant and all subconsultant(s))
- ☐ Completed W-9(s) (for the Consultant and all subconsultant(s))
- ☐ Completed Standard Form 330 (as tailored in the Section 1 - Instructions to Bidders)
- ☐ Completed Standard Form 330 Part II General Qualifications (for the Consultant and all subconsultant(s))
- ☐ Included organization chart (as specified in Instruction to Bidders)
- ☐ Provide references for separate and verifiable professional services similar to the current solicited project services.
- ☐ Copies of valid occupational license or business tax receipt issued for the type of services to be performed (for the Consultant and all subconsultant)
- ☐ Included copies of Certificates of Authorizations (for the Consultant and all subconsultant)
- ☐ Included copies of occupational and professional licenses (for all key personnel)
- ☐ Included copies of current minority business enterprise certifications
- ☐ Included copies of Insurance certificates (for proposal purposes)
- ☐ Attach listing of any additional accomplishments such significant awards, technical papers, publications, and recognitions of the Consultant in the professional expertise areas of the RFQ,
- ☐ Included at least 3 recommendation letters
- ☐ Confirmed any ADDENDA with the Issuing Office prior to submission
- ☐ Acknowledged any ADDENDA on the Letter of Interest prior to submission
- ☐ Prepared one (1) original and one (1) digital PDF version, in a sealed opaque package and clearly marked on the front and back exterior of the packaging "General Engineering Continuing Contract (GECC) (CONB RFQ No. 2021-04)" so that it is distinguishable from normal mail or packages.



**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (A),  
FLORIDA STATUTES, 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 Neptune Beach  
(print name of public entity)  
by \_\_\_\_\_  
(print individual's name and title)  
whose business address is \_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)
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 to be provided to any public entity or an agency or political subdivision of any other state or of the United States and 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 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 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:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. 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 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 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 aids or applies to bid on contracts for the provision of goods or services led 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, 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, nor any 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 final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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)

\_\_\_\_\_  
(date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of individual signing), who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC

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

Form <b style="font-size: 1.5em;">W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b style="font-size: 1.2em;">Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC   <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.   <input type="checkbox"/> Other (see instructions) ▶ _____         </div> <div> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate         </div> </div>	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	
6 City, state, and ZIP code		Requester's name and address (optional)
7 List account number(s) here (optional)		
<b>Part I Taxpayer Identification Number (TIN)</b>		
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.		
<b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Social security number</div> <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div> </div> <div style="width: 35%;"> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Employer identification number</div> <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div> </div> </div>		
<b>Part II Certification</b>		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and		
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and		
3. I am a U.S. citizen or other U.S. person (defined below); and		
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
<div style="display: flex;"> <div style="flex: 1;"> <b>General Instructions</b>           Section references are to the Internal Revenue Code unless otherwise noted.   <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a>.   <b>Purpose of Form</b>           An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.         <ul style="list-style-type: none"> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul>         Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.   <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i> </div> <div style="flex: 1; border-left: 1px solid black; padding-left: 10px;"> <ul style="list-style-type: none"> <li>• Form 1099-INT (interest earned or paid)</li> </ul> </div> </div>		

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



### City of Neptune Beach

116 1<sup>st</sup> Street  
Neptune Beach, Florida 32266  
Telephone (904) 270-2400

## Professional Services Agreement

This "Agreement" (herein so called) entered into on this day of \_\_\_\_\_, by and between the City of Neptune Beach, a municipality and political subdivision of the State of Florida, existing and created under the Laws of Florida, (hereinafter referred to as "City"), and \_\_\_\_\_ (hereinafter referred to as "Consultant") authorized to do business in the State of Florida; whose address is \_\_\_\_\_ for \_\_\_\_\_ General Engineering Continuing Contract (GECC) (CONB RFQ No. 2021-04) (hereinafter referred to as the "Project"). This Agreement shall remain in effect until \_\_\_\_\_ unless terminated as provided herein, or extended by mutual agreement in writing (herein referred to as Duration).

### RECITALS:

**WHEREAS**, in response to a publicly advertised Request for Qualifications, the Consultant submitted qualifications to the City and was selected by the City as a qualified applicant in the best interest of the City; and

**WHEREAS**, the City and the Consultant have negotiated mutually satisfactory terms for the execution of the Agreement and is incorporated by reference and made part hereof; and

**WHEREAS**, the Consultant hereby certifies it has been granted and possesses valid, current licenses to do business in the State of Florida, issued by the respective State Board(s) responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; 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 ("CCNA"), Section 287.055, Florida Statutes, and

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby expressly acknowledged, the parties hereto agree that, with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties, a legally enforceable contract shall exist between both parties consisting of:

### 1. SERVICES BY THE CONSULTANT:

- A. ASSIGNMENT OF WORK: Work to be performed by the Consultant shall be determined by the City. The Consultant and the City shall mutually negotiate all work. The Consultant shall prepare a detailed scope of services (hereinafter referred to as "Scope"), list of deliverables, schedule, work hour budget and a not to exceed fee budget for the associated work needed to complete the Project for the City's review and approval prior to the Consultant beginning any work. Fees shall be based on the established contract hourly rates, fees and charges (hereinafter referred to as "Rate Schedule"). The mutually agreed to Scope, schedule, fee and Rate Schedule shall be included as attachments to this Agreement.
- B. COMMENCEMENT OF WORK: The Consultant shall not commence work on the Project or Supplemental Agreement(s) without prior written Notice to Proceed (hereinafter referred to as "NTP") by the City. Following the issuance of such NTP the Consultant shall be authorized to commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. The Consultant hereby releases the City from any claim for damages or compensation, whether in contract, tort or otherwise, in the event that no NTP is issued pursuant to this Agreement.
- C. SCHEDULE OF WORK: All services and duties shall be conducted and performed by the Consultant diligently, completely

and in accordance with professional standards of conduct and performance. The Consultant acknowledges the importance of the City's schedules and agrees to put forth its reasonable professional efforts in performing the services under this Agreement with due diligence to achieve the mutually agreed upon schedules. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all Supplemental Agreement(s) and Scope(s) will be provided, performed and completed in a timely and diligent manner throughout. Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement and its Supplemental Agreement(s) as a result of causes beyond the control of the Consultant, or its subconsultant(s) and/or subcontractor(s), and not due to its 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 performance. Upon receipt of the Consultant's request for an extension of time, the City will begin determination with the Consultant of the length of extension and legitimacy of cause.

- D. ADDITIONAL SERVICES: "*Additional Services*" (herein so called) beyond the work identified in the Agreement Scope shall only be authorized to be performed or provided by the Consultant when agreed to in writing in advance by both parties in the form of a Supplemental Agreement. In any case in which the Consultant deems that additional compensation is due for its services or materials which is not expressly covered in the Scope, or not specifically authorized in writing by the City, the Consultant shall notify the City in writing and must receive prior written approval therefrom the City. If the Consultant does not provide its written notice or does not receive the City's written approval prior to performing or providing any Additional Services, the Consultant shall not receive any additional compensation for the same. When requested, by the City, the Consultant shall prepare a detailed Scope, list of deliverables, schedule, work hour budget and a not to exceed fee budget for the associated work needed to complete the Supplemental Agreement for the City's review and approval prior to beginning any work. Fees shall be based on the established contract Rate Schedule.
- E. QUALITY CONTROL: The Consultant shall perform Quality Control (hereinafter referred to as "QC") review for all deliverables and supporting work prepared by the Consultant upon which those documents are based. The Consultant shall provide the City with a summary of each QC reviewed document which identifies the document reviewed and the QC review steps that were performed. The Consultant shall keep the original or copy of each QC reviewed document bearing distinguishable markings that identify the QC review steps that were performed by whom and when for the Duration of this Agreement and in accordance with the Retention of Documents section of this Agreement. The Consultant shall provide copies of the QC documents to the City upon request.
- F. STANDARD OF CARE: The Consultant shall put forth its reasonable professional efforts to comply with applicable laws, codes, rules and regulations in effect as of the date of the execution of this Agreement and the date of deliverables or submissions. In providing services the Consultant shall perform in a manner which, at a minimum, is consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant is responsible for the quality, accuracy, completeness, and coordination of all deliverables and other services the Consultant or its subconsultants, subcontractors, or vendors provide.
- G. ESTIMATES OF PROBABLE CONSTRUCTION COST: In providing estimates of probable construction cost, the City understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or a contractor's pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's estimate of probable construction cost.
- H. CERTIFY, CERTIFICATION: A statement of the Consultant's opinion, based on its own observation of conditions, to the best of the Consultant's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty or guarantee, either express or implied.
- I. PERMITS AND APPROVALS: The Consultant shall assist the City in preparing, coordinating, applying and submitting for those permits, approvals and extensions required by law and rule for projects similar to the one for which the Consultant's services are being engaged. This assistance shall consist of completing and submitting forms and other supportive information necessary to the appropriate regulatory agencies having jurisdiction over the Consultant's documents and other services normally provided by the Consultant and shall be included in the Scope and Supplemental Agreement(s).
- J. LICENSES: The Consultant agrees to obtain and maintain throughout the period this Agreement is 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 Board(s) and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement and the Scope and services provided therein.

- K. **RESPONSIBILITY TO CORRECT:** In accordance with the generally accepted standards of the Consultant's profession, 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 subconsultant(s) and/or subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement (hereinafter referred to as "*Work Products*"). The Consultant shall, without additional compensation, correct, revise, or have corrected or revised any errors, omissions and other deficiencies in such Work Products resulting from Consultant or any subconsultant(s), vendor(s) or subcontractor(s) engaged by the Consultant.

**2. COMPENSATION:**

- A. **OVERHEAD AND PROFIT RATES:** Proposed overhead rates shall conform to Federal Acquisition Regulations as established by a governmental audit or certified to by a Certified Public Accountant. Fees to the Consultant shall be established based on raw hourly salary rates plus a not to exceed overhead and profit rate factor of 2.15 for a combined hourly multiplier of 3.10 for services. Profit rates shall only be applied to direct labor plus overhead. If the City determines that multipliers charged by any Consultant exceeded the rates supported by audit, Consultant shall be required to reimburse such funds to the City within thirty (30) days of written notification. No markup or profit shall be paid on non-labor related job costs, reimbursables, or on services provided by subconsultants, vendors or others. Any work or professional services subcontracted for by the Consultant for which the City has agreed to reimburse the Consultant shall not be marked-up, but shall be payable by the City only in the exact amount reasonably incurred by the Consultant. No other such subcontracted services shall be reimbursed.
- B. **COMPLETION:** Payment of the entire fee or lump sum amount is contingent upon Consultant's final completion of the entire Scope as specified in this Agreement. Such final completion of the Scope must be acceptable to and accepted by the City. Such acceptance by the City may not be unreasonably denied. In the event the Consultant does not complete the entire Scope, then the lump sum amount will be pro-rated using the ratio that the amount actually completed, and which is acceptable to and accepted by the City bears to the entire Scope. Unless otherwise set forth in this 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 Scope and conformance with the provisions of this Agreement.
- C. **INVOICE PROCEDURE:** Invoices shall be submitted by the Consultant monthly on an "as incurred" basis, and shall be made by the City in accordance with the Florida Statute Chapter 218 Local Government Prompt Payment Act (the "Act"). Upon receipt of a proper statement, invoice or draw request the City shall have the number of days provided in the Act in which to make payment. Invoices shall be in a form and containing such documentation as reasonably required by the City. Each such invoice shall include project name, project number, breakdown of charges, description of service(s), work provided and/or performed, supportive documentation, the amount of payment requested, the amount previously paid, the total contract value, the percent completed since the last invoice, the total percent completed to date, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by the City. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes. If the City objects to any portion of an invoice, the City shall so notify the Consultant. The City shall identify specific cause of the disagreement and the amount in dispute and request revision. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provision of this Agreement.
- D. **PROMPT PAYMENT TO SUBCONSULTANTS AND VENDORS:** The Consultant as a condition precedent to progress and final payments to the Consultant, the Consultant shall provide to the City, with its requisition for payment, documentation that sufficiently demonstrates that the Consultant has made proper payments to its subconsultants and vendors from all prior payments that Consultant has received from the City. The Consultant shall not unreasonably withhold payments to subconsultants and vendors if such payments have been made to the Consultant. If the Consultant withholds payment to its subconsultants and vendors, which payment has been made by the City to the Consultant, the Consultant shall return said payment to the City. The Consultant's failure to pay undisputed amounts to the subconsultants and vendors within thirty (30) business days, after the Consultant receives payment from the City, shall be a breach of this Agreement and may result in termination of this Agreement in the discretion of the City.
- E. **PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF CITY:** In the event of termination of this Agreement at the convenience of the City, and not due to the fault of the Consultant, the City shall compensate the Consultant only for: (1) all services performed prior to the effective date of termination, including the overhead and profit allocable to

the services performed; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Consultant in affecting the termination of services and work, and incurred by the Consultant's submittal to the City of drawings, plans, data, and other documents therefor.

- F. **PAYMENT WHEN SERVICES ARE SUSPENDED:** In the event the City suspends the Consultant's services of 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 services performed prior to the effective date of suspension, including the overhead and profit allocable to the services performed, and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.
- G. **NON-ENTITLEMENT TO ANTICIPATED FEES:** In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: termination; suspension in whole or in part; and and/or are modified by the subsequent issuance of Supplemental Agreement(s) other than receiving the compensation set forth in Sections 2.E and 2.F above, 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.
- H. **TRAVEL:** The City shall not be billed or invoiced for time spent traveling to and from the Consultant's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered, other than as provided for in this Agreement. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the City to reimburse the Consultant for the same, then the City shall reimburse the Consultant only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Consultant has need to utilize hotel accommodations or common carrier services, the City shall reimburse the Consultant for its reasonable expense incurred thereby provided prior approval of the Executive Director of the City, or its designee, is obtained.
- I. **REIMBURSIBLE:** The City shall not be liable to reimburse the Consultant for any courier service, telephone, facsimile, copying expenses or postage charges incurred by the Consultant.

### 3. **PERSONNEL:**

- A. **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 Scope to be provided pursuant to this Agreement.
  - B. **CONSULTANT'S PROJECT MANAGER:** The Consultant agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the "*Consultant's Project Manager*" (herein so called). The Consultant's Project Manager shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the Scope to be provided and performed under this Agreement, Scope, and Supplemental Agreement(s) thereto. The Consultant's Project Manager shall have full authority to bind and obligate the Consultant on any matter arising under this Agreement, Scope, and Supplemental Agreement(s) unless substitute arrangements have been furnished in advance to the City by the Consultant in writing. The Consultant agrees that the Consultant's Project Manager shall devote whatever time is required to satisfactorily direct, supervise and manage the Scope and services provided and performed by the Consultant throughout the entire period this Agreement is in effect.
- 4. **RETENTION OF DOCUMENTS:** The Consultant agrees to maintain all documents, including electronic documents, related to the Project for a period of not less than five (5) years, in a reasonably accessible manner consistent with the Consultant's internal document retention policy.
    - A. **REASONABLY ACCESSIBLE:** In order to be considered reasonably accessible, such documents must not be deleted or totally destroyed such that they cannot be reproduced or only be restored at a significant cost.
    - B. **DOCUMENT RETENTION POLICY:** A written policy by which each employee, subcontractor, and subconsultant and its subcontractors or subconsultants of any tier, follows the same protocol to retain all required documents related to a project in a consistent, organized manner sufficient to allow efficient retrieval of same.
  - 5. **PUBLIC FUNDS:** The City's performance of this Agreement shall be contingent upon and subject to the existence of lawfully appropriated public funds for each fiscal year (i.e., October 1 through and including the next following September 30) of the City.
  - 6. **EXTENT OF AGREEMENT:** This Agreement, together with the Request for Qualifications ("RFQ"), Addendums, Consultant's response submittal to the RFQ, all attachments and forms, IRS Form W-9, represents the final and completely integrated

## Section 4

## Example Professional Services Agreement

Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. Any pre-printed provisions of the Consultant's written materials, contract forms, or documents to the contrary notwithstanding, no transportation surcharges shall apply, and no policies of the Consultant available on the Consultant's website or retained in the Consultant's office are incorporated by reference nor shall be deemed to be part of this Agreement, unless the same is attached this Agreement, and separately signed by the duly authorized signor for the City.

7. **INSURANCE:** The Consultant will be expected to obtain and maintain the following insurance coverage during the term of this Agreement and present a certificate verifying the same:

<u>Insurance:</u>	<u>Minimum Limits:</u>
General Liability	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Damage to rented premises	\$1,000,000.00
Medical Expense (Any one person)	\$10,000.00
Personal and Advertising Injury	\$1,000,000.00
General Aggregate	\$1,000,000.00
Products and Completed Operations Aggregate	\$1,000,000.00
Automobile (hired, non-owned, and owned vehicles)	\$1,000,000.00
Combined single limit	\$1,000,000.00
Workers Compensation	Per Statutory limits in compliance with State and Federal Laws
Each Accident	\$1,000,000.00
Disease – Each Employee	\$1,000,000.00
Disease – Policy Limit	\$1,000,000.00
Professional Liability (Error and Omissions)	\$1,000,000.00
Per claim	\$1,000,000.00
Annual Aggregate	\$1,000,000.00

The Consultant shall procure and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City. **Note: The City shall be designated as an Additional Insured on the General Liability policy. The City shall also be listed as a named insurance certificate holder by the successful Consultant prior to beginning work.** (This requirement is excepted for Worker's Compensation Insurance). Such insurance shall be written by an insurer with an A.M. Best Rating of A- or better. The Consultant shall procure and maintain, at its sole expense for the period of design and construction of any project improvements contemplated by the Scope and for a period of no less than three (3) years following substantial completion, insurance of the types and in the minimum amounts stated above. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** The City shall retain ownership of all Work Products including electronic files, field data, pictures, notes and other documents and instruments prepared by the Consultant as instruments of service. The Consultant shall not be liable for any re-use of such documents for other than the specific purpose intended without the Consultant's written verification or adaptation thereof.
9. **NON-RENEW:** Any pre-printed provisions of the Consultant's written materials, contract forms or documents to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent written agreement of the parties.
10. **STATUS:** Any pre-printed provisions of the Consultant's written materials, contract forms, or documents to the contrary notwithstanding, the City's entry into the contract or agreement with Consultant does not give Consultant any preferential status, "most favored nations" status, nor right of first refusal to any renewal or for any other contract or agreement to provide other goods and/or services to the City.
11. **TERMINATION AND SUSPENSION:** The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished Work Products prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates this

Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. This Agreement shall be terminated, with twenty-four (24) hour notice to the Consultant in the event that funds become unavailable to the City for any reason whatsoever. This Agreement, or any portion hereof, may be suspended from time to time for various periods of time or during any of the Consultant's performance of the Scope or Supplemental Agreement(s) proposed hereunder, permanently or temporarily, by action of the City.

12. **INDEPENDENT CONTRACTOR:** Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that it is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all local, state, and federal laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on the Consultant as a result of its status as an independent contractor. Consultant is responsible for providing the office space and administrative support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.
13. **CONFLICT OF INTEREST:** The Consultant represents that to the best of its knowledge and belief 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 subconsultants, 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 the Consultant or such subconsultant under this Agreement, then it will promptly bring such conflict of interest to the City's attention, in writing. The City will advise the Consultant, in writing, within ten (10) business days if such a conflict of interest exists. If the City determines that there is a conflict of interest, Consultant or such subconsultant shall decline the representation upon written notice by the City. If the City determines that there is no such conflict of interest, then the City shall give its written consent to such representation. If Consultant or subconsultant 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 subconsultant under this Agreement, then the Consultant or such subconsultant agrees to promptly terminate such representation. Consultant shall require each of such subconsultants to comply with the provisions of this Section. Should the Consultant fail to advise or notify the City as provided herein above 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.
14. **CITY'S APPROVAL:** Neither review, approval, or acceptance by the City of services or Work Products furnished by the Consultant, or any subconsultant(s), vendor(s) or subcontractor(s) engaged by the Consultant, shall not in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services or Work Products or any and all of its subconsultant(s), vendor(s) and/or subcontractor(s) 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 or Work Products 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.
15. **CONFIDENTIALITY AND PUBLIC RECORDS COMPLAINT:** The Consultant agrees, during the term of this Agreement, to comply with Chapter 119.071(3), Florida Statutes, and not to divulge, furnish or make available to any third person, firm or organization, without the City's prior written consent, or unless incident to the proper performance of the 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 the Consultant or any subconsultant(s) or subcontractor(s), pursuant to this Agreement. Subject to the foregoing provisions and law applicable to confidential information, the Consultant will keep and maintain public records required by the City, which is a public agency, in order for the Consultant to perform the services and the work required by the Scope, and upon request from the City's custodian of public records, Contractor shall 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 Chapter 119.07, Florida Statutes, or as otherwise provided by law. The Consultant shall require all of its employees, subconsultant(s) and subcontractor(s) to comply with provisions of this paragraph. 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 AGREEMENT, CONTACT THE CITY CLERK, AT (904) 270-2400, CLERK@NBFL.US, 116 1<sup>ST</sup> STREET, NEPTUNE BEACH, FLORIDA 32266.
16. **PROPERTY DAMAGE:** The Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the City, any property damage arising out of, or

caused by, the willful or intentional misconduct or negligent acts of the Consultant, or its subconsultants and/or subcontractors. The Consultant's obligation under this subsection does not apply to property damage caused in whole or in part by any other consultant or contractor engaged directly by the City. The City reserves the right, should the Consultant fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant's compensation fund or by the Consultant reimbursing the City directly for all such costs and expenses.

17. **NONDISCRIMINATION AND EQUAL OPORTUNITY:** The Consultant shall comply with all state and federal laws, as currently written or hereafter amended, or other applicable laws prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in or as otherwise permitted by other applicable laws. Consultant's or its subconsultants, subcontractors and/or vendors shall be certified as minority business enterprise as defined in Section 288.703, Florida Statutes, to count towards participation goals or requirements. The failure of the Consultant to adhere to relevant stated requirements shall subject the Consultant to any sanctions which may be imposed upon the City.
18. **PROHIBITION AGAINST CONTINGENT FEES:** The Consultant shall not have employed or retained any company or person, other than an employee working solely for the 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 an employee working for the Consultant, any fee, commission percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For the breach or violation of these provisions, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such a fee, commission, percentage, gift or consideration.
19. **INDEMNIFICATION:** The Consultant shall indemnify and hold harmless the City, and the City's 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 this Agreement. All indemnification provisions contained this Agreement are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. All indemnification provisions of this Agreement, relating to Indemnification shall survive the term of this Agreement, and any holdover and/or Agreement extensions thereto, whether such term expires naturally by the passage of time or is earlier terminated earlier pursuant to the provisions of this Agreement. With respect to any indemnification by the City provided under the contract or agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the City's sovereign immunity.
20. **GOVERNING LAW:** The City and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the state of Florida without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the City and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Duval County, Florida.
21. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during or relate to the Consultant's performance of the Agreement, the City and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation. The Consultant further agrees to include a similar mediation provision in all agreements with independent subcontractors and subconsultants retained by the Consultant for this Agreement, Scope, or any Supplemental Agreement(s), and to require all independent subcontractors and subconsultants also to include a similar mediation provision in all agreements with its subcontractors, subconsultants, suppliers, vendors and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The City shall not be bound by any provision requiring binding arbitration or binding mediation of disputes. If a dispute arises either party shall follow the following provisions: provide written explanation of the dispute a minimum 30 days' notice to the other party prior to mediation, the mediator shall be a member of the National Academy of Distinguished Neutrals ("NADN"), if an impasse is reached there shall be a sixty (60) day cooling off period required, a minimum 30 days written notice shall be provided to the other party prior to filing suit in any court after the cooling off period.
22. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant. The Consultant's services under this Agreement are being performed solely for the City's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The City and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this



## Section 4

## Example Professional Services Agreement

Agreement, Scope, or Supplemental Agreement(s) to carry out the intent of this provision.

23. **TRUTH IN NEGOTIATION CERTIFICATE:** The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further the Consultant agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the City determines the Compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement, Scope, or Supplemental Agreement(s).
24. **AMENDMENTS:** This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.
25. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
26. **ATTORNEY'S FEES:** In any action involving the enforcement or interpretation of this Agreement, each party, whether the City or the Consultant, shall be responsible for its own respective attorneys' fees and costs.
27. **WAIVER:** The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.
28. **SURVIVAL OF REMEDIES:** The parties' remedies shall survive the termination of this Agreement.
29. **PROVISIONS SEVERABLE:** In the event any of the provisions of this agreement should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
30. **FINANCIAL CONSEQUENCES:** Should the Consultant fail to comply with any term of this Agreement, the City shall take one or more of the following actions, as appropriate in the circumstances:
- Temporarily withhold payments pending correction of the deficiency,
  - Disallow all or part of the cost of the activity or action not in compliance,
  - Wholly or partially suspend or terminate this Agreement,
  - Withhold further awards to the Consultant, and/or
  - Take further remedies that may be legally or equitably available.
31. **NOTICES BY CONSULTANT TO CITY:** All notices required or permitted hereunder by the Consultant to the City shall be in writing and shall be served on the City at the following address:

City of Neptune Beach  
Attn: Stefen Wynn, City Manager  
116 1<sup>st</sup> Street  
Neptune Beach, FL 32266  
e-mail: [cm@nbfl.us](mailto:cm@nbfl.us)

All notices required and/or made pursuant to this Agreement to be given by the Consultant to the City may be sent by U.S. certified mail, return receipt requested, or by nationally recognized overnight courier service, or by e-mail, and notices shall be deemed delivered upon actual receipt, provided, however, that if delivery is refused or a notice is unclaimed, notice shall be deemed received (i) if mailed, three (3) days after mailing, or (ii) if overnight courier service, one (1) business day after deposit with the courier service, or (iii) if by e-mail, upon receipt. The above address may be changed by the City's written notice to the Consultant; provided, however, that no notice of a change of address shall be effective until actual receipt of such written notice.

## Section 4

## Example Professional Services Agreement

32. **NOTICES BY THE CITY TO CONSULTANT:** All notices required pursuant or permitted hereunder by the City to the Consultant shall be in writing and shall be served on the Consultant at the following address:

_____
(Consultant's Business Name)
_____
(Street Address)
_____
(City, State, Zip)
_____
(Attention)
_____
(e-mail)

All notices required and/or made pursuant to this Agreement to be given by the City to the Consultant may be sent by U.S. certified mail, return receipt requested, or by nationally recognized overnight courier service, or by e-mail, and notices shall be deemed delivered upon actual receipt, provided, however, that if delivery is refused or a notice is unclaimed, notice shall be deemed received (i) if mailed, three (3) days after mailing, or (ii) if overnight courier service, one (1) business day after deposit with the courier service, or (iii) if by e-mail, upon receipt. The above address may be changed by the Consultant's written notice to the City; provided, however, that no notice of a change of address shall be effective until actual receipt of such written notice.

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

City of Neptune Beach

\_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
Stefen Wynn  
City Manager

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

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

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

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

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

## Section 5

## Example RFQ Evaluation Sheet

General Engineering Continuing Contract (GECC) (CONB RFQ No. 2021-04)

Firm: \_\_\_\_\_

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

Evaluator: \_\_\_\_\_

### Past Experience:

	Max. Points
____ Firm's experience working with the public sector.	5
____ Key personnel's experience with public sector.	5
____ Firm's experience, capabilities, and ability related to similar project scope.	5
____ Key personnel's experience, capabilities, and ability related to similar project scope.	5
____ Key personnel included.	5
____ Experience/capabilities included.	5
____ Included at least five (5) completed projects performed within the last eight (8) years closely match the scope of work for this project 1 point for each applicable project.	5
____ Firm and key personnel appear to have experience with similar types of continuing service contracts.	5
<b>Subtotal of Points (40 Points Max.)</b>	

### Accessibility of the Consultant:

____ Firm has an operating office in Duval County or adjacent counties (Duval, Clay, St. Johns, Nassau, Alachua, and Baker).	5
____ Percentage of Key personnel located in Duval County or adjacent counties (Duval, Clay, St. Johns, Nassau, Alachua, and Baker).	5
____ Firm does not have operating offices in Duval County or surrounding counties but has operating office within Florida.	2
<b>Subtotal of Points (10 Points Max.)</b>	

### Qualifications:

____ Firm and key personnel appear licensed under Florida Statutes to perform the professional services.	4
____ Project approach and understanding of this project that includes Statement of Work and Project Management Plan and understanding of this type of continuing service contract and the typical prototype project(s).	10
____ Proposed innovative and cost saving ideas for this project and ability to incorporate them into similar projects.	5
____ Adequacy of personnel to perform on continuing service contracts.	5
____ Consultant's present and projected workloads.	3
____ The Consultant's ability to adapt ex. schedules, work flows, projected capacity levels, and capability of adding the additional project(s)	3
____ The provided typ. communication plan for project(s) with the City will optimize workflows and minimize the disruptions to staff.	3
____ Provided an ex. milestone schedule(s) from issuance of the NTP through procurement documents showing deliverables.	3
____ Williness and ability to meet the CONB's time requirements for this project.	3
____ Willingness to meet the CONB's budget requirements for this project.	3
____ Discussed prior history in minimal number of Consultant and contractor driven change orders with agencies.	3
____ Discussed any of the Consultant's practices, procedures or policies aimed at reducing contractor driven change orders.	3
____ Discussed prior history in completing projects on time and within budget.	3
____ Discussed prior accuracy with opinion of probable construction costs compared with Bid results.	3
____ Volume of work previously awarded to each Consultant by CONB over the last three 3 years. (1 point for every \$200,000 increment awarded up to 10 points).	10
____ Past performance quality rating (Poor: 0, Fair: 2, Good: 3 or new Consultant, Very Good: 4, Outstanding: 5).	5
____ Minority business enterprise participation as defined in Section 288.703 Florida Statutes. (1 points for each 20% of minority participation and 1 point when the prime consultant is a minority business).	5
____ Past record and accomplishments.	3
____ Included at least 3 references along with contact information (1 point for each reference).	3
____ Ability to follow directions as evident by complying with the RFQ directions.	5
<b>Subtotal of Points (85 Points Max.)</b>	

### Score:

\_\_\_\_ **Total Points (135 Points Max.)**