

PUBLIC NOTICE

City of Williston Comprehensive Plan Update Request for Proposals (RFP) # 202401CPU

NOTICE IS HEREBY GIVEN

that the City of Williston, Florida is requesting proposals from qualified consultants.

The complete RFP and submission requirements may be obtained from the City of Williston Community Development Department at 50 NW Main St, Williston, FL 32696 or by emailing Laura Jones, Community Development and Grants Manager, at city.planner@willistonfl.org.

The proposal process schedule is as follows:

January 22, 2024	RFP Advertisement
February 5, 2024	Deadline for Written Responses & Questions
February 8, 2024	RFP Addenda Issued & Response to Questions
February 20, 2024	Proposal Submittal Due Date

Dates are tentative and subject to change as needed. Respondents should submit questions and/or requests for clarification to the City of Williston no later than 3:00 p.m. (EST) on February 5, 2024. Questions regarding the RFP should be directed to the Community Development and Grants Manager by email in accordance with the rules regarding communication during this process as outlined below. Answers to the questions and any supplemental instructions will be in written form which, if issued, will be emailed to all known prospective respondents.

Please submit two (2) bound copies of your RFP response in a sealed enclosure, to include a digital copy on a USB Flash Drive in PDF format and in a separate sealed enclosure the Cost Proposal with the RFP, reflecting on the outside thereof the respondent's name and "Comprehensive Plan Update Response."

Responses may be hand delivered to the address provided above or mailed to the Community Development Department, City of Williston, 50 NW Main St, Williston, FL 326996. The City of Williston will evaluate proposals based on the criteria listed in the RFP including project experience, public participation plan, and pricing estimate.

The City may waive any informalities or reject any and all RFP responses.

PURPOSE

The purpose of this Request for Proposals is to solicit competitive proposals from qualified consultants to assist the City in the update of its Comprehensive Plan. The City of Williston is seeking a multidisciplinary consultant team (which may be a single firm or a consultant team consisting of individuals and/or firms with specialized expertise) to update the City's Comprehensive Plan. This plan will provide elected and appointed officials, city staff, city residents, and the business and development community with a comprehensive, consistent, and culturally relevant plan to guide the City's decision-making and development over the next 20 years, to the year 2044.

BACKGROUND

Nearly 2,760 people call the 6.75 square miles of City of Williston home. Founded by Mr. and Mrs. Jessie Willis, the City's settlement pattern has resulted in a small agricultural community located in North Central Florida. Incorporated in 1897, Williston is known as a family community and places great pride in its schools and churches. The City Council and Staff are committed to making the City a place which honors the traditions and values of the City's founders. Williston is committed to making the community vibrant and livable while maintaining its connection to the past. The Council is committed to a community that is kind and a place people are proud to call home. Williston will strive to maintain its Country character with its diverse ethnic and economic neighborhoods.

Much of the housing is attractive and structurally sound. Business and industry have established the reputation of being good neighbors. City residents value the clean water, the agricultural nature of the surrounding County, the Florida sunshine, and green pastures that surround the City. They also value the proximity of jobs, services, and the cultural advantages of Gainesville and Ocala. Williston will continue to develop a thriving business community through the new economic development chapter of the comprehensive plan. Williston affirms its ongoing commitment to historic preservation and its investment in cultural activities, quality education at all levels, and the efficiency and effectiveness of its governmental services.

This combination of a natural environment, rich in contrasting beauty, and the pleasant cultural environment of the local community has inspired City residents to turn their attention to what the future may bring. It is the vision and goal of Williston's City Council, as implemented by the staff, to create the most enviable and livable City in Levy County, Florida.

The last major update to the City's Comprehensive Plan was completed in 2018. A significant focus of the update of the city will include residential density; community character; housing affordability and displacement; equity and inclusion; environmental protection and climate change; economic development and mixed-use development opportunities in neighborhoods; City revenues and future service needs; transportation and public realm; and post-pandemic impacts to future housing and commercial development. The involvement of residents, property

owners, business owners, and other stakeholders in developing the 20-year community vision and updating the Comprehensive Plan is critically important. The involvement of historically under-represented communities with the City of Williston is particularly important.

SCOPE OF WORK

Coordinate and support a robust public participation process for this periodic update.

- Visioning will be a major component of this Comprehensive Plan update. The current Comprehensive Plan lacks a strong overall vision statement; therefore, a visioning exercise is critical to guide this Comprehensive Plan update and articulate the community's needs and priorities for future development. The involvement of historically under-represented communities with Williston is particularly important and will require innovative strategies that may be more time intensive than traditional means of engagement. Visioning for specific areas will be necessary as well.
- Visioning material should be inspiring and graphically appealing.
- Prepare and produce high quality, illustrative public outreach materials describing facts, findings, analysis, and alternatives for public meetings, open houses, webpage, and hearings.
- Scenario planning should not be initiated until the visioning phase is substantially completed.

Prepare presentations and supporting materials to present alongside city staff at public hearings, meetings, and workshops. The purpose of these meetings will be to provide an overview of the update process, present progress updates, receive comments from community, elected official, commission members, and staff, and present the draft and final report and ancillary materials to the Planning Board and City Council. Presentations incorporated into the public participation should include, but not be limited to the following:

- General Workshops/Open Houses for the public
- Public meetings/presentations to Planning Board & City Council
- Planning Board public hearing
- City Council public hearing

Review and update the existing Comprehensive Plan maps and text, and all related documents developed and utilized by the City of Williston.

Update the elements and appendices to reflect the past changes and future trends and desired outcomes of the community, ensure internal consistency with other adopted plans, external consistency with Countywide and Regional goals, and eliminate unnecessary redundancies:

- Comprehensive Plan Purpose and Scope (Vision) – An initial step in updating the comprehensive plan should be a community visioning exercise help the city better understand the community's needs wants, priorities, expectations for future development, and tradeoffs between different policy options.

- Site and Regional Context – update as necessary
- General Background – update as necessary
- Community and Sustainability Element – Consider converting the Community and Sustainability Element into a new climate element that consolidates existing climate policies and the Climate Action Plan and realistically lays the groundwork for achievable climate outcomes for the city.
- Land Use Element - update as necessary, including the land use capacity analysis and new growth projections, to ensure relevance of existing policies and recommend new policies if gaps are identified to help direct growth and development within the urban centers. New growth projections should be studied in the context of potential mandates for increased density in single family zones.
- Housing Element – update element to be consistent with the Countywide Planning Policies, HP 1220, and considering recommendations for the Citizens Housing Commission.
- Economic Development Element - Review, update, and revise as necessary and incorporate existing plan documents.
- Community Culture and Urban Design Element – Review, update, and revise as necessary. The urban design portion of this element may require particular attention following the community visioning phase of the comprehensive plan update.
- Economic Development – Review, update, and revise as necessary and incorporate existing plan documents.

QUALIFICATIONS

The ideal consultant team for this project will have strong urban design, environmental planning skills and inclusive outreach expertise. Knowledge of applicable state laws, including the Growth Management Act, is expected. Prior experience in working with small to mid-size cities, government agencies, and tribes will be useful. (NOTE: The consultant team may include subconsultants that provide specific assistance.)

Submission of Proposal.

- a. Proposals must arrive at the above address no later than Submission Deadline to be considered.
- b. It is the Proposer's responsibility to assure that their Proposal is delivered to the proper location no later than the Submission Deadline.
- c. The City of Williston Contact, whose duty it is to open the Proposals, will open the Proposals as soon as practicable after the established Submission Deadline.
- d. Proposals received later than the Submission Deadline will not be considered, will be marked "Too Late" and may be returned unopened to the Proposer.

- e. The City of Williston is not responsible for the premature opening of a Proposal not properly addressed and identified by the RFP title and submission deadline on the outside of the envelope/package.
- f. All expenses associated with the submittal of a proposal will be borne solely by the Proposers.
- h. Any uncertainty regarding the date and time will be resolved against the Proposer.
- i. Proposals will not be accepted via fax.
- j. The City of Williston reserves the right to reject any or all Proposals, in whole or in part, when such rejection is in the best interest of the City of Williston. Further, the City of Williston reserves the right to withdraw this solicitation at any time prior to the final award of the contract.
- k. The City of Williston reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, or take any similar actions that may be deemed to be in the best interest of the City.

Evaluation.

Proposals will be reviewed and evaluated based upon the following criteria:

- a. Completeness of proposal, approach to Required Services.
- b. Qualifications of Proposer and qualifications of personnel selected to perform the services.
- c. Past performance on contracts for similar services with respect to such factors as costs, quality of work and ability to perform.
- d. Price.
- e. Schedule to Complete Required Services.

Insurance

The Proposer shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, or employees.

Minimum Limits of Insurance- The Proposer shall maintain limits no less than the following:

1. General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a @2,000,000 annual aggregate. Contractor's insurance shall include the City of Williston as an additional insured as provided herein below.
2. Worker's Compensation and Employers Liability: Insurance covering all employees meeting statutory requirements in compliance with the applicable state and federal laws. In lieu of naming City of Williston as an additional insured, Contractor shall provide City of Williston a waiver of all rights of subrogation against City of Williston with respect to losses payable under such workers' compensation policy(ies).

3. The Proposer's insurance coverage shall be primary insurance as respects the City of Williston, its officers, officials, employees, agents and volunteers. Any insurance of self-insurance maintained by the City of Williston, its officers, officials, employees, agents or volunteers shall be excess insurance and shall not contribute with it.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Williston, its officers, officials, employees, agents or volunteers.
5. The Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Williston.
7. Acceptability of Insurers - Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
8. Verification of Coverages - The Proposer shall furnish the City of Williston with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Williston before work commences. The City of Williston reserves the right to require complete, certified copies of all required insurance policies at any time.
9. Subcontractors: Contracts shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Contract.

The successful Proposer will be required to enter into a contract with the City of Williston in substantially the same form as the sample contract provided with this RFP. By submitting a Proposal, the Proposer acknowledges and agrees to comply with the following if they become the Proposer chosen by the Board:

- a) Subcontractors: Contracts shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- b) Ethical Business Practices
 1. Gratuities: It shall be unethical for any person to offer, give, or agree to give any City of Williston employee, or for any City of Williston employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or

procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or response therefore.

2. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the Proposer or higher tier subcontractor or any person associated therewith, as an inducement for an award of a subcontract or order.
3. The City of Williston reserves the right to deny award or immediately suspend any contract resulting from this response pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Williston, its officers, officials, employees, agents or volunteers.
5. The Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Williston.
7. Acceptability of Insurers - Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
8. Verification of Coverages – The Proposer shall furnish the City of Williston with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Williston before work commences. The City of Williston reserves the right to require complete, certified copies of all required insurance policies at any time.
9. Subcontractors: Contracts shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
10. Contractor shall comply with Florida's Public Records Law.
11. Pursuant to Section 448.095, Florida Statutes, Contractor and its subcontractors shall, register with and use the U.S. Department of Homeland Security's E-Verify system to verify work authorization status of all employees hired during the term of this Contract and must, upon request, provide evidence of compliance with this provision.

12. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

Proposal Format.

The proposal shall be typed on white paper. Pages shall be secured by staple, cerlox binding or similar closure.

Responses must be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response required" or "not applicable" is acceptable.

Number of Proposals

Two (2) bound copies of your RFP response in a sealed enclosure, to include a digital copy on a USB Flash Drive in PDF format.

ATTACHMENT 1

PROPOSAL FORM

RFP: 202401CPU City of Williston Comprehensive Plan Update

Request for Proposals (RFP)

Place: City of Williston, city Hall
50 NW Main St
Williston, Florida 32696

Due Date: Tuesday February 20, 2024 at 3:00PM

Proposal of _____ hereinafter-called PROPOSER, a corporation organized and existing under the laws of the State of _____, or, a partnership, a company, or an individual doing business as _____.

To the City of Williston, hereinafter referred to as "COW".

The PROPOSER, in compliance with the request for proposals for the Williston Police Department upstairs buildout, having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions of the proposed work, including the availability of materials and labor, hereby proposes to furnish all labor, material and supplies and at the prices shown in the attached Price Schedule. These prices are to cover all expenses incurred in performing the work required under the proposal documents, of which this proposal is a part. These prices are firm and shall not be subject to adjustment provided this Proposal is accepted within ninety (90) days after the time set for receipt of proposals.

PROPOSER hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" to be issued by the COW.

PROPOSER agrees to perform all work for which he contracts as described in the specifications for the unit prices shown on the attached Price Schedule.

Upon receipt of the Notice of Award, PROPOSER will execute the formal contract attached within seven (7) days and deliver Insurance Certificates and Bonds as required.

The undersigned hereby declares that only the persons or firms interested in the proposal as principal or principals are named herein, and that no other persons or firms than are herein mentioned have any interest in this Proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties likewise submitting a proposal; and that it is in all respects for and in good faith, without collusion or fraud.

DEVIATIONS FROM SPECIFICATIONS IF ANY:

I have read all of the specifications and requirements and do hereby certify that all items submitted meet specifications.

COMPANY: _____ AGENT NAME:

_____ ADDRESS:

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ EMAIL:

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY#:

Respectfully submitted,

Attest:

By: _____

By:

Print Name: _____

Print Name:

Date: _____

Date:

ATTACHMENT 2

PRICE SCHEDULE

The PROPOSER, in compliance with the request for proposals for the City of Williston Comprehensive Plan Update , having examined the scope of work and written specifications, hereby proposes to furnish services for the following unit prices.

PRICE OF REQUIRED SERVICES (for each item as described in Exhibit A):

1.	City of Williston Comprehensive Plan Update (Lump Sum)	\$ _____
	TOTAL PRICE	\$ _____

The above unit prices listed in the Price Schedule shall include all labor, materials, removal, permits, cleaning, overhead, profit, insurance and any other cost necessary to cover the finished work of the several kinds called for in the RFP.

Proposed Payment Schedule (The final payment schedule will be subject to contract negotiation):

PROPOSER agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving proposals.

Respectfully submitted,

By: _____
Signature

Printed

Printed Title

ATTACHMENT 3

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The Proposer hereby agrees to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The Proposer agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Proposer: _____

Address: _____

PROFESSIONAL SERVICE AGREEMENT

THIS PROFESSIONAL SERVICE AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between The City of Williston (the "City"), and Consultant legal name (the "Consultant") a Florida corporation, headquartered at Consultant address whose Federal Employer Identification Number is FEIN _____.

WHEREAS, the City requires certain professional services in connection with the City of Williston's Comprehensive Plan update; and,

WHEREAS, the City has solicited for these services via RFP_____ an advertised request for proposals (the "RFP"), and has received numerous responsive proposals thereto; and

WHEREAS, pursuant to the RFP, the City has selected the Consultant and the Consultant remains agreeable to providing the City the professional services described herein, and the Consultant represents that it is capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the parties hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the City, and shall continue until the Consultant completes all Services as identified in Section 2, below, unless the Agreement is otherwise sooner terminated as provided herein.

1.2 The Consultant shall complete the Project within XXX calendar days or until completion of the project, subject to an Event of Force Majeure as defined in Section 30.0, unless otherwise approved by the City in its sole and absolute discretion, commencing upon issuance of the Notice to Proceed.

2.0 Consultant Services

2.1 The City does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the "Services") further described in (i) the City Request for Proposal RFP # _____ to include all attachments and addenda,

(ii) the Consultant's responsive proposal thereto, and (iii) the _____ (collectively, (i) (ii), and (iii) are "RFP _____"), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit "A" and made a part of this Agreement.

3.0 **Compensation**

3.1 **General**

3.1.1 In consideration for its providing the Services, the City shall pay the Consultant the not to exceed amount of \$XXXXXX stated in Exhibit "A-III" Compensation, which is attached hereto and made a part of this Agreement.

3.1.2 The Consultant shall invoice the City based upon the Consultant's fees that are stated on the attached Exhibit "B", "Fee Schedule", which is made a part of this Agreement. The Fee Schedule identifies all Consultant job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification, along with all equipment, materials, and supplies necessary in the performance of the Services. The City shall not be obligated to pay the Consultant (i) for any Services performed by individuals whose job classifications are not listed on the Fee Schedule, and (ii) for the cost of any equipment, material, or supplies not listed on the Fee Schedule that the Consultant may use in performing the Services.

3.1.3 All the Consultant's invoices for payment must reference this Agreement and must be submitted using a form approved by the City Auditor.

3.1.4 Each invoice shall be due and payable forty-five (45) days after the date the City receives a correct, fully documented, invoice, in form and substance satisfactory to the City with all appropriate cost substantiations attached. All invoices shall be delivered to:

The City of Williston
50 NW Main Street
Williston FL 32696

3.1.5 The Consultant will clearly state "Final Invoice" on the Consultant's final/last billing for the Services rendered to the City. The Consultant's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the City. This account will be closed upon the City's receipt of a Final Invoice. The Consultant hereby waives any

charges not properly included on its Final Invoice.

3.1.6 The County's payment of a Final Invoice shall not constitute evidence of the County's acceptance of the Consultant's performance of the Services or its acceptance of any of the Consultant's Project work.

3.1.7 All Consultant invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. After examining an invoice, the City may request that the Consultant submit additional documents to support certain fees or charges. Upon receipt of any such request the Consultant shall provide the requested documents or other required information to the City Auditor's satisfaction.

3.1.8 On each invoice submitted, the Consultant's Project Manager or designated payroll officer is attesting to the correctness and accuracy of all fees, time charges and requested reimbursements for which the Consultant seeks payment.

3.1.9 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the City possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

3.2 Reimbursable Expenses

3.2.1 All Consultant requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Consultant's request for payment shall include copies of paid receipts, invoices or other documentation acceptable to the City Auditor. To qualify for reimbursement, the Consultant's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses the Consultant incurred directly in connection with the performance of the

Services performed in accordance with this Agreement:

Overnight Deliveries
Reproduction
Sub-Consultant

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and City policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Levy County to the Levy County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the City upon completion of any Project work for which the asset was utilized. All such assets must be surrendered by delivery to the applicable City Division responsible for the Project immediately upon (i) demand, (ii) termination of the Agreement, or (iii) the conclusion of the applicable Project, whichever occurs first.

3.2.5 Consultant shall maintain a current inventory of all such assets.

4.0 Consultant's Responsibilities

4.1 The Consultant shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the City possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Consultant's performance of the

Services pursuant to this Agreement, subject to the cure period provided in Section 26.0, shall become the property of the City after payment is made to the Consultant for such instruments or documents.

6.0 Termination

6.1 The City may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the City all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Consultant shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the City provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Consultant shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the City, which consent may be withheld in the City's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Consultant requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Consultant must obtain the prior express written approval of the City, which the City may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the City. If after obtaining the County's approval the Consultant utilizes any professional associates or subcontractors in the delivery of the Services then the Consultant shall remain solely and fully liable to the City for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the City under this Agreement.

10.0 Indemnification of City

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to City) protect and hold the City, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subcontractors, agents, and employees provided, however, that Consultant

shall not be obligated to defend or indemnify the City with respect to any such claims or damages arising out of the City's sole negligence.

11.0 Insurance Requirements

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences. The City shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of The City of Williston. The Commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the City. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the City may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the City may purchase such insurance at the Consultant's expense, provided that the City shall have no obligation to do so and if the City shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Professional Liability. \$2,000,000 for errors and omissions, exclusive of defense costs.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Consultant shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

12.0 Public Entity Crimes

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the City pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the City shall have the rights and remedies as provided herein.

13.0 Non-Discrimination

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Consultant, the City shall designate in writing one or more of its employees who are authorized to act by and on behalf of the City to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Consultant shall designate or appoint one or more Consultant representatives who are authorized to act on behalf of and to bind the Consultant regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the City.

17.0 Independent Consultant

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Consultant is to be and shall remain forever an independent Consultant with respect to all Services performed under this Agreement. The Consultant shall not pledge the County's credit or make the City a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Consultant shall have no right to speak for or bind the City in any manner.

18.0 Public Records Law

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent

applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the City to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, 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, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the City; and

(4) upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Agreement, the Consultants shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the City.

(c) 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'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON
OFFICER City of Williston
50 NW MAIN ST
WILLISTON, FL 32696
TELEPHONE: (352) 528-3060
EMAIL:
LATRICIA.WRIGHT@WILLISTONFL.ORG**

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Levy County, Florida or in the United States District Court, Middle District of Florida, located in Levy County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For City:

City of Williston
50 NW Main St
Williston, FL 32696
Attention: City Planner

For Consultant:

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section

shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Consultant acknowledges that during any fiscal year the City shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the City may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The City may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the City agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Employment Eligibility Verification (E-VERIFY)

- A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.
- B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the City and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the City may treat a failure to comply as a material breach of this Agreement.
- C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat.,

such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the City as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

25.0 Consultant Representations

25.1 The Consultant hereby represents and warrants the following to the City:

25.1.1 Consultant is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Consultant now has and will continue to maintain all licenses and approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Consultant shall, at no additional cost to City, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Consultant is authorized to do so

26.0 Default and Remedy

If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the City, then the City shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the City materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the City receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the City. Upon any such termination, the City shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either City or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Consultant shall notify the City if any of the Consultant's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Consultant shall notify the City at least ten (10) days prior to any proposed change in its Key Personnel. At the City's request the Consultant shall remove without consequence to the City any of the Consultant's contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The City shall have the right to reject the Consultant's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: _____

Name: _____

Name: _____

Name: _____

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the City that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the City with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the City as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria

when it submitted its proposal to the City concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

33. No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

34. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the City, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES' SIGNATURES.)**

DRAFT

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

ATTEST:

City of Williston a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
_____, President
City Council

Date Signed By County _____

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

ATTEST:

Legal name of company,
a Florida Corporation

By: _____

By: _____

PRINT NAME

PRINT NAME

TITLE

TITLE

Date: _____

SEAL