



**CITY OF COOPER CITY, FLORIDA**

# **Request for Qualifications**

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## **CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

### **RFQ #2024-1-PW**

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CITY OF COOPER CITY  
PURCHASING DIVISION  
9090 SW 50th Place  
COOPER CITY, FL 33328 PHONE: 954-434-4300  
Purchasing@coopercity.gov

Release Date: Thursday, October 31, 2024

Due Date: Friday, December 12, 2024

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**SECTION I**  
**INSTRUCTIONS TO RESPONDENTS**

- 11** **GENERAL:** The following instructions are given for guiding proposers in properly preparing their proposals.

For information concerning procedures for responding to this Request for Qualifications (RFQ), contact Assistant Finance Director, Tena Granit, at the phone number or email address listed on the title page of the document. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

Proposal documents are available for download at [www.DemandStar.com](http://www.DemandStar.com). Vendors who obtain specifications and plans from sources other than the City or DemandStar are cautioned that the package may be incomplete. All addenda, tabulations, and awards will be posted and disseminated by DemandStar.

- 12** **SCOPE OF WORK:** Pursuant to Section 287.055, Florida Statutes, the City of Cooper City ("City") invites qualified architectural, engineering, landscape architectural, surveying and mapping firms to submit Statements of Qualifications to provide consulting services to the City in response to this Request for Qualifications (the "RFQ").

- 13** **ADDITIONAL INFORMATION, QUESTIONS, INTERPRETATIONS, INCONSISTENCIES AND ADDENDA:** Requests for additional information or questions must be submitted in writing to the Purchasing Division. Email [Purchasing@coopercity.gov](mailto:Purchasing@coopercity.gov). Questions/requests must be submitted before the deadline in the timeline of events section of the RFQ. Additional information will only be transmitted via a written addendum.

- 14** **DEVELOPMENT COSTS:** Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFQ. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFQ.

- 15** **INSURANCE REQUIREMENTS:** The proposer will be required to furnish evidence of the following insurance coverages by a licensed Florida Company that has at least a "BEST" rating of "A."

A. Without limiting any of the other obligations or liabilities of proposer, proposer will provide, pay for and maintain in force until all of its work to be performed under this contract has been completed and accepted by City (or for such duration as is otherwise specified after this), the insurance coverages set forth herein.

B. Workers compensation insurance to apply for all employees of the contractor, sub-contractors, and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include

employers' liability with a minimum limit of one hundred thousand dollars (\$100,000) each accident.

C. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability.

D. Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability.

E. Business automobile liability with minimum limits of five hundred thousand dollars (\$500,000) per occurrence combined single limits for bodily injury liability and property damage liability.

F. Professional Liability/Errors and Omissions Coverage - Combined single limit each occurrence \$1,000,000 general aggregate limit \$2,000,000

G. The City is to be expressly included as an "Additional Insured" in the name of "City of Cooper City" with respect to liability arising out of operations performed by City by or for proposer; or acts or omissions of City concerning general supervision of such operation.

H. Policy(s) must be endorsed to provide for thirty (30) days written notice to the City of cancellation and/or restriction.

**16** **PROOF OF INSURANCE COVERAGE:** The successful proposer will furnish to the City, Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued but will also refer specifically to this contract and will state that such insurance is as required by this contract.

**17** **PROPOSER'S EXPERIENCE RECORD:** The City will have the right to investigate the financial condition, experience record, and equipment of each proposer and determine to its satisfaction the competency of each to undertake the project. The proposer will submit documentation concerned with the past performance and integrity of a contractor/developer. Accordingly, proposer should provide information as to any of the following: (a) bankruptcy, (b) mortgage foreclosures; (c) previous or pending litigation and (d) restrictions, restraints or impositions imposed by federal or state regulatory agencies such as Federal Housing Administration, Securities and Exchange Commission, etc., that apply to the proposer/contractor/developer.

**18** **NON-APPROPRIATION OF FUNDS:** In the event no funds or insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for payments

due under the contract, then the City, upon written notice of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City.

**19 POSTPONEMENT OF DATE FOR SUBMITTING PROPOSALS:** The City reserves the right to extend the date for the receipt of proposals and will give ample notice of any such postponement to each prospective proposer.

**1.10 CONTRACT AWARD:** The City anticipates entering into a contract with the proposer(s) who submits the proposal judged by the City to be most responsive and responsible. The purpose of this RFQ is to award multiple continuing agreements, establishing a library of consultants to be used on an as-needed basis to provide prompt and efficient professional services in accordance with Sec. 287.055, F.S. **City intends to award to the top five ranked firms; however, more or fewer firms may be selected should it be determined to be in the City's best interest.**

The proposer understands that this RFQ does not constitute an offer or a contract with the CITY. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposer have been authorized by the appropriate level of authority within the City, an agreement has been approved, and executed by parties and by the appropriate level of authority within the City. In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the second most responsive and responsible Proposer determined by the selection committee, or it may resolicit proposals. The City reserves the right to reject all proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

**1.11 RIGHT TO WAIVE AND REJECT:** The City, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the City, to complete or perform a City of Cooper City contracted project in a timely fashion or has failed in any other way, in the opinion of the City, to perform a prior contract in a satisfactory manner, and has directed the City of Cooper City Purchasing Manager to emphasize this condition to potential proposers.

There is no obligation on the part of the City to award the proposal to the lowest proposer, and the City reserves the right to award the proposal to the proposer submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of the City, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. The City of Cooper City shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

The City of Cooper City reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the City. The City specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal. Each item must be

proposed separately, and no attempt is to be made to tie any item or items to any other item or items.

**1.12 DISQUALIFICATION OF PROPOSERS:** Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the City until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.

**1.13 NON-DISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT** Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 162), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement. **PUBLIC RECORDS:** The City is a public agency subject to Chapter 119, Florida Statutes. The Proposer shall comply with Florida's Public Records Law. Specifically, the Proposer shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- B. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter

- 119, Florida Statutes, or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - D. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

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

**Tedra Allen City Clerk  
City of Cooper City  
9090 SW 50<sup>th</sup> Place  
Cooper City, FL 33328  
954-434-4300  
[TAllen@coopercity.gov](mailto:TAllen@coopercity.gov)**

- 1.14 POSTPONEMENT OF DATE FOR SUBMITTING PROPOSALS:** The City reserves the right to extend the date for the receipt of proposals and will give ample notice of any such postponement to each prospective Proposer.
- 1.15 INDEMNIFICATION:** The Proposer will indemnify and save harmless the City and Broward County, its officers, agents and employees, from or because of any injuries or damages received or sustained by any person or persons during or because of any operations connected with the design, planning, investigation or construction of this project; or, by or in consequence of any intentional act, negligence (excluding negligence of City), concerning the same; or by use of any improper materials, design, work, construction or by or due to any act or omission of the said

Proposer or its subcontractor, agents, servants or employees. The Proposer agrees to indemnify and save harmless the City from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the City due to any claims, fees, royalties or costs for any invention, copyright, or patent, and from any and all suits and actions that may be brought against the City for the infringement of any and all patents and rights claimed by any person, firm or corporation.

The indemnification provided above will obligate the Proposer to defend, at its own expense, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against the City that may result from the operations and activities under this contract whether the activities are performed by the Proposer, contractors, subcontractors or by anyone directly or indirectly employed by any of them.

- 1.16** **TAXES:** The Contractor will pay all applicable sales, consumer use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State statutes involving the sales tax and complying with all requirements.
- 1.17** **DEFINITION:** All references to Proposer will include the Contractor and all references to the Contractor will include Proposer.
- 1.18** **TERMINATION FOR CAUSE:** Any misrepresentation by the Proposer of its ability to perform the work described in this RFP places the Proposer in default and shall be just cause for termination of the contract. In such case, the City may award the contract to the next lowest responsible Proposer who can demonstrate the ability to perform the work, for the remainder of the contract period, or may rebid as the City may decide. In the event of such default and termination, any completed services performed by the Proposer under the agreement shall, at the option of the City become the City's property and the Proposer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Proposer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of agreement by the Proposer, and the City may withhold any payments to the Proposer for the purposes of set-off until such time as the amount of damage due to the City from the Proposer can be determined.
- 1.19** **TERMINATION FOR CONVENIENCE:** The City may terminate the contract, in whole or in part at any time for any reason by giving 30 days prior written notice, when it is in the best interest of the City. If the contract is terminated by the City, as provided herein, the Proposer will be paid for the work completed as of the date of termination. Upon receipt of the notice of termination issued under this section, the Proposer shall discontinue all work, cease any deliveries, shipment or carriage of goods, and make available to the Project Manager any and all reports, data, specifications, photos, estimates, summaries, and information as are required by the contract.
- 1.20** **SCRUTINIZED COMPANIES LIST FLORIDA STATUTE 287.135:** Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list; Scrutinized Companies with Activities in Sudan List; Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and is not engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services

with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning a false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

- 121** **PROPOSAL SUBMISSION DEADLINE AND OPENING:** Sealed proposals will be received by the City Clerk's Office, City of Cooper City, 9090 SW 50<sup>th</sup> Place, Cooper City, Florida until **3:00 PM, Friday, December 13, 2024**. The proposals will be opened and read aloud shortly thereafter. One (1) USB, one (1) original and three (3) copies of proposals must be presented in a sealed envelope and identified with the following information: **“Continuing Professional Consulting Services, RFQ #”** The City of Cooper City reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to award only portions of the project, to award to multiple Proposers, or take any similar actions that may be deemed to be in the best interests of the City.
- 122** **REFERENCES:** As part of the proposal evaluation process, the City shall investigate references. Proposer’s submission constitutes acknowledgement of the process and consent to investigate. The City is the sole judge in determining Proposer’s qualifications.
- 123** **TERM OF AGREEMENT:** The initial term shall be five (5) years. The City shall have the option to renew the contract for one (1) additional 5-year period, at terms and costs mutually acceptable to both parties.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

- 124** **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

[END]

## SECTION II INTRODUCTION/SCOPE OF SERVICES/SUBMITTAL

### 2.1 **INTRODUCTION:**

Pursuant to Florida Statutes Section 287.055, “Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services”, the City of Cooper City ("City") invites qualified consulting firms to submit Statements of Qualifications to provide architectural and/or engineering services to the City in response to this Request for Qualifications (the "RFQ").

The City will periodically issue specific projects and assignments to the retained Consultant(s) on an as-needed basis. The selected firm(s) shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines.

The qualifications and selection of consultants shall be in accordance with Florida Statutes Section 287.055.

Interested consulting firms or individuals must be qualified pursuant to Florida law. The selected consultants must be currently licensed to practice in the State of Florida, as required by law.

The City is not bound by a certain number of firms with which it may choose to contract. A firm may submit only as a prime.

### 2.2 **SCOPE OF SERVICES:**

This RFQ is requesting any individual, company, or team, submit their qualifications for any or all disciplines listed in Exhibit “A” -Services to be considered. The City will then review all submittals and contract with those individuals, companies, or teams to be on a pre-qualified list which will be made available to the various City departments to select from when a project is identified, such as those listed on Exhibit “C” - Capital Improvement Program FY2024 - FY2028.

The City may select multiple qualified persons or firms for each category of specialized services as described in Exhibit “A.” Each selected person or firm shall enter into a continuing contract with the City.

Services are to be provided on various projects and assignments on an as-needed basis. These services include, but are not limited to, those listed in Exhibit “A.” The City intends to retain more than one firm, pursuant to continuing contracts, to be available to perform services which may include any of the following disciplines for one or any of the projects listed in Exhibit “A.”

- Engineering
- Architecture
- Electrical/ Automation Engineering
- Right-of-way and Traffic Engineering
- Construction Engineering
- Civil Engineering

- Environmental Permitting and Engineering
- Preparation of Plans and Specifications
- Construction Management
- Construction Inspection Engineering
- Design and/or Construction Supervision and Administration
- Engineering Plan Review
- Geographic Information Systems (GIS) for engineering, utilities, and development services

Services will be required for assignments and projects including the acquisition, improvement or operation of City lands, buildings, facilities, utilities, and roads, and the administration of City services.

### **2.3 CONTINUING CONTRACT:**

After selection of Consultant(s) by the City, an Agreement will incorporate the major terms and conditions for Consultant's performance. The Agreement shall be in the form of a continuing contract, as approved by the City Attorney for legal form and sufficiency, and shall include, but not be limited to, the following matters:

- A. The services to be provided by the Consultant pursuant to the Agreement shall be nonexclusive and nothing therein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City within the City's sole and absolute discretion.
- B. The Consultant shall warrant 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 a contract pursuant to this Request for Qualifications, and that it has not paid or agreed to pay any person(s), company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of a contract pursuant to this RFQ.
- C. The Agreement will include provisions for termination for cause by either party and for the convenience of the City.
- D. The Consultant shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications, and permits required under federal, state and local laws necessary to perform the services.
- E. The Agreement shall be a continuing contract. All work of a specified nature to be performed by Consultant shall be outlined in the Agreement.
- F. The Agreement will provide the fees the Consultant will charge the City and shall be scope specific.
- G. Consultant shall invoice the City for each project or assignment, as negotiated. Each invoice shall identify the project or assignment, detail the contract price, payments made to date, percentage of invoices shall itemize hours, hourly wage, or other unit agreed upon as

measurement of payment during negotiations, if requested. If hourly, invoices shall identify the name and title of personnel who performed the work. Each invoice should be submitted alongside a progress report detailing the project's current status.

- H. An understanding and agreement, by and between the Consultant and the City, that the completion time will be as specified in approved work authorizations and that all work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.
- I. The Agreement will provide for the City to designate a Project Manager for each project or assignment, who shall be responsible for the project or assignment. The Project Manager may prepare a scope of services for each new assignment, upon which the selected firms in that category may be required to submit a statement of qualifications for performance of the work of a specified nature which has been outline in the continuing contract.

## **2.4 STATEMENT OF QUALIFICATIONS CONTENT:**

Consultants interested in performing these professional services must identify which area(s) the firm(s) are interested in being considered. Consultants must display considerable relevant experience with the specified type of work (as listed on Exhibit "A") and should emphasize both the experience and capability of particular personnel who will actually perform the work.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the Statements of Qualifications be organized in the manner specified.

The following information and documents are required to be provided with Proposer's Statement of Qualifications. Failure to do so may deem your Statement of Qualifications non-responsive.

**TAB 1: Table of Contents**

The table of contents should outline in sequential order the major areas of the Statement of Qualifications, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.

**TAB 2: Letter of Interest**

Provide a Letter of Interest indicating your firm's commitment to the project. Letter of interest to include which area(s) the firm is interested in being considered.

**TAB 3: Qualifications of the Firm**

Indicate the firm's number of years of experience in providing Engineering / Architect and or professional services. Indicate Business structure (Corp., Partnership, etc.) with proof; Firm should be established as a legal entity in the State of Florida; Company address, phone number, E-Mail address, web site, contact person(s), etc.; Relative size of the firm, including management, technical and support staff; Licenses and any other pertinent information shall be submitted. Please include the firm's proximity to the City of Cooper City, as well as the number of employees or staff members.

**TAB 4: Project Team/Manager’s Experience (Form - Exhibit B)**

Proposers must list the members of the project team per discipline. Provide a list of the personnel to be used on each project and their qualifications. A brief resume including education, experience, licenses and any other pertinent information shall be included for each team member, for each project, to be assigned to each project. Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements.

Provide a summary of the experience and qualifications of the individual(s) who will be selected to serve as project managers for the City. Individuals MUST have a minimum of five (5) years’ experience in architectural, engineering, or landscape architectural services, and have served as project manager/construction manager on similar projects on a minimum of three previous occasions.

**TAB 5: Approach to Handling of Potential Projects**

Describe your proposed approach to the project(s) that may be assigned to your firm. As part of the project approach, the firm shall propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. Provide the methodology or approach to formulating an “Opinion of Project Cost” Also provide information on your firm’s current workload and how the potential project(s) will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the potential project(s).

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the potential project(s), and your overall approach to accomplishing the project(s). Give an overview on your proposed vision, ideas and methodology.

**TAB 6: References**

Include a minimum of five (5) references that can speak to the Proposer’s experience and performance, within the last five (5) years. References from public sector clients are preferred, similar, or larger scope, size, and complexity as the City of Cooper City projects.

Information should include:

- Client Name, address, phone number.
- Description of work.
- Year the project was completed.
- Total of fees paid to firm.
- Total cost of the construction, both estimated and actual.

**TAB 7: Attached Forms**

- Proposal Certification Form
- Sworn Statement regarding Public Entities Crimes
- Non-Collusion Form
- Domestic Partner Certification Form

- Scrutinized Companies Certification Form
- E-verify Certification Form
- Conflict of Interest Disclosure Form

## **2.5 SUBMISSION OF STATEMENT OF QUALIFICATIONS:**

### A. Incurred Expenses:

The City is not responsible for any expenses which Proposers may incur preparing and submitting their qualifications called for in this RFQ.

### B. Interviews:

The City reserves the right to conduct personal interviews or require presentations to selection. The City will not be liable for any cost by the Proposer in connection with such interviews/presentations (i.e. travel accommodations etc.)

### C. Request for Modifications:

The City reserves the right to request that the Proposer modify his/her Statement of Qualifications to meet the needs of the City more fully.

### D. Submittal Acknowledgement:

By submitting a Statement of Qualifications, the Proposer certifies that he or she has fully read and understands the RFQ method and has full knowledge of the scope, nature, and quality of work to be performed.

### E. Request for additional information from Proposer:

The proposer shall furnish such additional information as the City may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate.

### F. Statement of Qualifications Binding:

All Statements of qualifications submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

### G. Economy of Preparation:

Statements of Qualifications should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the Statement of Qualifications.

## **2.6 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW:**

- A. An Evaluation Committee (“Committee”) shall be established by the City to review and evaluate all Statements of Qualifications in response to this RFQ. The Committee shall conduct a preliminary evaluation of all qualifications on the basis of the information provided and other evaluation criteria as set forth in this RFQ or as reasonably determined by the Committee.
- B. The Committee will first review each Statement of Qualifications for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with any mandatory requirements may disqualify a Proposer.
- C. The City shall conduct discussions with and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project and ability to furnish the required services. Proposers shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract. In conducting discussions, there shall be no disclosure of any information derived from Statements of Qualifications by competing Proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.
- D. The City reserves the right to reject any and all Statements of Qualifications, to waive minor irregularities in the Statement of Qualifications and to make awards in the best interest of the City.
- E. Any award made shall be subject to execution of a continuing contract in a form and substance which is approved by the City Attorney.
- F. A cone of silence is in effect during this solicitation process. Evaluation Committee members must independently evaluate the proposals and must refrain from discussing the project outside of scheduled evaluation meetings. This includes discussions with other Evaluation committee MEMBERS. Any questions or clarifications should be addresses to the Purchasing Department.
- G. All Evaluation Committee members must disclose if they have a conflict of interest with any of the firms responding to the above solicitation as an owner, Corporate Officer, employee of the business or consultant to the firm

**2.7 EVALUATION OF STATEMENTS OF QUALIFICATIONS:**

Evaluation Committee will review all submitted qualifications under each of disciplines identified in Exhibit A.

Firms selected will negotiate a contract for continuing services for the disciplines selected.

Proposals can only be evaluated by using the evaluation criteria listed in the solicitation. No other criteria maybe used.

Award shall be made to the responsible Proposer(s) whose Statement of Qualifications is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth below:

<b>EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>
<b>Qualifications of Firm:</b> ➤ To include years of experience, licenses, insurance, etc.	<b>20</b>
<b>Qualifications of Project Team:</b> ➤ To include personnel used for the project, including project manager(s)	<b>30</b>
<b>Approach to Handling Potential Projects</b>	<b>30</b>
<b>Previous Similar Projects / References</b>	<b>20</b>
<b>Total</b>	<b>100</b>

**NOTE:** The City reserves the right to reject any or all Statements of Qualifications, to waive any irregularities or informalities in any Statement of Qualifications or in the RFQ procedures, to accept or reject any item or combinations of items and to make awards in the best interests of the City. The award will be to the firm(s) whose Statement of Qualifications complies with all material requirements set forth in this RFQ and whose Statement of Qualifications, in the opinion of the City, is the best, taking into consideration all aspects of the Proposer's response.

## **2.8 COMPETITIVE NEGOTIATION:**

In accordance with Florida Statute 287.055(5) "Competitive Negotiation": 6.5.1 The City's Administrative Staff shall negotiate a contract with the most qualified firm for professional services at compensation that the agency determines is fair, competitive, and reasonable. In making such determination, the City's Administrative Staff shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over \$195,000 (the threshold amount provided in s. 287.017 for CATEGORY FOUR), the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract. 6.5.2 Should the City's Administrative Staff be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City's Administrative Staff determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The City's Administrative Staff shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the City's Administrative Staff must terminate negotiations. The City's Administrative Staff shall then undertake negotiations with the third most qualified firm. 6.5.3 Should the City's Administrative Staff be unable to negotiate a satisfactory contract with any of the selected firms, the City's Administrative Staff shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached. 6.5.4 After the City's Administrative Staff have come to an

agreement with the selected firm, and the compensation exceeds \$20,000 (or the threshold stated in the City’s Procurement Code for Commission Approval), the City’s Administrative Staff shall draft an agenda item for approval by the City Commission. 6.6 PROHIBITION AGAINST CONTINGENT FEES In accordance with Florida Statute 287.055(6) “Prohibition against Contingent Fees”: 6.6.1 Each contract entered into by the City for professional services must contain a prohibition against contingent fees as follows: “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.” For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**2.8 REQUEST FOR QUALIFICATIONS SCHEDULE/TIMELINE:**

<b>Item</b>	<b>Due Date/Time</b>
Release RFQ	Thursday, October 31, 2024
Last Date for Receipt of Questions	Friday, November 29, 2024
Addendum issued, if necessary	Friday, December 6, 2024
<b>Submittals Due:</b>	<b>3:00 PM Thursday, December 13, 2024</b>
Commission Consideration	TBD

[END]

### SECTION III FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with applicable federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200, which may be amended from time to time during the term of CONSULTANT'S agreement. CONSULTANT acknowledges that the City has made every effort to include those federal requirements knowingly in effect at the time of this solicitation. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONSULTANT in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all of these contract clauses:

**3.1 Equal Employment Opportunity.** During the performance of this contract, CONSULTANT agrees as follows:

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

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

**3.1.2** CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding,

hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT's legal duty to furnish information.

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

**3.1.4** CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

**3.1.5** CONSULTANT will include the provisions of paragraphs (3.1.1) through (3.1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

**3.2 Davis-Bacon Act.** CONSULTANT shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONSULTANT must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONSULTANT must be required to pay wages not less than once a week.

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

by Loans or Grants from the United States”). CONSULTANT must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

**3.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONSULTANT must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

**3.4.1 Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**3.4.2 Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (3.4.1) of this section the CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3.4.1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3.4.1) of this section.

**3.4.3 Withholding for unpaid wages and liquidated damages.** CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be

withheld, from any moneys payable on account of work performed by CONSULTANT or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3.4.2) of this section.

**3.4.4 Subcontracts.** CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3.4.1) through (3.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3.4.1) through (3.4.4) of this section.

**3.5** CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**3.5.1 Clean Air Act.** CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONSULTANT agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**3.5.2 Federal Water Pollution Control Act.** CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONSULTANT agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with Federal assistance.

**3.6 Suspension and Debarment.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONSULTANT is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

**3.6.1** CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**3.6.2** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

**3.7 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).** CONSULTANT shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**3.8 Compliance with State Energy Policy and Conservation Act.** CONSULTANT shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**3.9 Procurement of Recovered Materials.** The CITY and CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level

of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**3.10 Reporting.** Pursuant to 44 CFR 13.36(i)(7), CONSULTANT shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the CITY, the applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide the applicable Federal Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

**3.11 Rights to Inventions.** CONSULTANT agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

**3.12 No Obligation by the Federal Government.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**3.13 DHS Seal, Logo, and Flags.** CONSULTANT shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

**3.14 Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgment that federal financial assistance will be used to fund the Agreement only. CONSULTANT will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

**3.15 Fraudulent Statements.** CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to CONSULTANT's actions pertaining to this Agreement.

**3.16 Prohibition on Contracting for Covered Telecommunications Equipment or Services.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA

Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

**3.16.1 Prohibitions.**

3.16.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

3.17.1.2 Unless an exception in paragraph 3.16.3 of this clause applies, the CONSULTANT and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3.17.1.3 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3.17.1.4 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

3.17.1.5 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**3.16.2 Exceptions.**

3.16.2.1 This clause does not prohibit CONSULTANT from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or

otherwise handles.

3.1622 By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

### **3.16.3 Reporting Requirement.**

3.1631 In the event CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 3.16.3.2 of this clause to the recipient or sub-recipient, unless elsewhere in this contract are established procedures for reporting the information.

3.1632 The CONSULTANT shall report the following information pursuant to paragraph 3.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONSULTANT shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

**3.17 Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONSULTANT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**3.18 Affirmative Socioeconomic Steps.** If subcontracts are to be let, CONSULTANT is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

**3.19 License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the CONSULTANT grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONSULTANT will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONSULTANT will deliver to the CONSULTANT data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONSULTANT.

[END]

















**Exhibit B**  
**Project Team/Manager's Experience**

**Project Team/Manager's Experience**

Provide a summary of the experience and qualifications of the individual(s) who will be selected to serve as the project managers for the City. Individuals MUST have a minimum of five (5) years' experience in architectural, engineering or landscape architectural services, and have served as project manager/ construction manager on similar projects on a minimum of three previous occasions.

**PROJECT MANAGER:**

<b>Project Manager(s) Name</b>	<b>Min. 5 Yrs. Exp. Y/N</b>	<b>Summary of Experience (not to exceed 250 words)</b>

**Attached copy of Resume/CV**

**Exhibit B - Continued**  
**Project Team/Manager's Experience**

**PROJECT TEAM:**

Proposers must list the members of the project team and selected which disciplines apply.

*\* A brief resume including education, experience, licenses and any other pertinent information shall be attached for each team members.*

Team Member Name	Civil	Water/wst wtr/storm	Arc	Land Arc.	Geo-thechnical	Transp/Tr ansit	MEP	Survey

**Exhibit C**  
**CITY OF COOPER CITY**  
**CAPITAL IMPROVEMENT PROGRAM FY2024 -FY2028**

FY 25 APPROVED CIP PROJECTS
Card Access Locks
City Hall Auditorium Restrooms - ADA Compliance
City Vehicle Replacement
City Wayfinding Signs Replacement
Citywide AC Replacement
Hiatus Roundabout- FDOT funding
Landscape Beautification
LED Streetlight Conversion - Griffin Rd.
Lightning System Upgrades (5)
Parks & Rec Master Plan
Playground Replacement - Medium (Tamarind Park)
Public Safety Complex Design
PW Admin Field Design/Construction
PW Admin Office Renovation
PW Generator Replacement
PW Office Expansion
PW Weather Hardening
SFSC Sport Field Fencing Replacement
Sports Lighting (LWC)
Stirling Road Roadway & Drainage Impr. Design
SW 49th St Culvert Replacement
GRANT PROJECTS
City of Cooper City Vulnerability Assessment
Cooper City Gravity Sewer Rehabilitation Project Phase 1
Flamingo Park (Michael "City Mike" Riordan Park ) Playground equipment
Community Center Tot Lot
City of Cooper City for Gravity Sewer Line Rehabilitation / Inflow and Infiltration Correction Project
Citywide Wayfinding and Signage Project
Stirling Road Roadway and Drainage Impr. Construction Drainage and Construction Resurfacing
Bill Lips Park
***Suellen Fardelmann Sports Complex Total Grant Funds - \$246,500. Match \$246,500.
***Hiatus Roundabout Total Grant Funds \$370,000. Match \$150,000.
***Stirling Road Roadway & Drainage Impr. Design Phase Total Grant Funds \$480,000. (Construction Drainage =\$3,520,000; Construction Resurfacing =\$1,036,960; Total \$5,036,960).
***Cooper City SW 49 Street Culvert Rehabilitation/ Replacement Total Grant Funds \$575,000.

**Exhibit C - Continued**  
**CITY OF COOPER CITY**  
**CAPITAL IMPROVEMENT PROGRAM FY2024 -FY2028**

OTHER LARGE NON-CIP PROJECTS
Parks & Rec Master Plan
Building Permit System
Stormwater Master Plan
Implementation of smart meters
Traffic Engineering studies
Wastewater Hydraulic Modeling & Condition Assessment
Citywide Road Resurfacing Project
Repair road and drainage
Website Update and functionality improvements
Strategic plan update & software
FY 24-25 UTILITIES ACTIVE CIP & PROJECTS
Nanofiltration Membrane Replacement
Lift Station 3 and 18 Rehabilitation and TCU replacement
Dewatering System Rehab: Centrifuge and Polymer System Replacement
Effluent Pump # 3 Replacement
Pump Station #55 Generator Replacement
Flamingo Gardens Water Service Line Replacement
Water & Sewer Master Plan Update
Water Treatment Plant Four-Log Virus Treatment Design
Supply Water Well Rehabilitation Planning and Construction
Headworks Construction, Phase 1 & New Wastewater Facility - Engineering Services
Plant Electrical System Upgrade
Injection Well Pump Station Pump Replacement
Wastewater Force Main Rehabilitation
Water Main Annual Replacement
Wellfield & Water Distribution System Hydraulic Model
Water Meter Replacement Phase
Mechanical Integrity Testing (2026) - Engineering Svcs.
Utilities Building HVAC and split units replacement
Lift stations Pumps and Blowers replacement
Wastewater Collection & Transmission Hydraulic Modeling & Condition Assessment
Water Treatment Plant - 8 Variable Frequency Drives (VFD) replacement - HSP
Water treatment plant Membrane and Chemical rooms floor recoating and renovation
Water treatment plant Wellfield Pipeline Cleaning
Corrosion Assessment and Update Report

**PROPOSAL CERTIFICATION FORM**

I hereby declare that I have carefully examined this RFQ, and any other documents made a part of this RFQ.

I hereby propose to furnish the services specified in this RFQ. I agree that my Statement of Qualifications will remain firm for a period of 180 days in order to allow the City adequate time to evaluate the Statement of Qualifications.

I certify that all information contained in this Statement of Qualifications is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualifications on behalf of the firm.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

**NON-COLLUSION AFFIDAVIT**

By submission of this affidavit, the Proposer certifies that this price is made independently and free from collusion. Proposer shall disclose below, to the best of its knowledge, any City of Cooper City officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Proposer's business who is in a position to influence this procurement. Any City of Cooper City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Cooper City Code of Ordinances.

**NAME**

**RELATIONSHIP**

_____	_____
_____	_____
_____	_____
_____	_____

Signature

STATE: _____
COUNTY: _____
Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by: _____.
<i>Name of Person Making Statement</i>
_____ <i>Signature of Notary Public</i>
(NOTARY SEAL) _____ <i>Name of Notary Public (Typed, Printed, Stamped)</i>
Personally Known: _____ OR Identification Produced: _____
Type of Identification Produced: _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(A),  
FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

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

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer \_\_\_\_\_

Business address \_\_\_\_\_

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that “convicted” or “conviction” is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

**Please mark the appropriate paragraph below:**

\_\_\_\_\_ Neither the proposer, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

\_\_\_\_\_  
Proposer's Signature

STATE: _____
COUNTY: _____
Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20_____, by: _____
<i>Name of Person Making Statement</i>
(NOTARY SEAL) _____
<i>Signature of Notary Public</i>
_____ <i>Name of Notary Public (Typed, Printed, Stamped)</i>
Personally Known: _____ OR Identification Produced: _____
Type of Identification Produced: _____

**DOMESTIC PARTNERSHIP CERTIFICATION FORM**

THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL  
FOR PROPOSER TO BE DEEMED RESPONSIVE

The Proposer, by virtue of the signature below, certifies that it is aware of the requirements of Section 2-197.1 of the City of Cooper City's Code of Ordinances, "Requirement for city contractors to provide equal benefits to domestic partners", and certifies the following:

**Please check only one below**

- Y 1. The Proposer currently complies with the requirements of Section 2-197.1 of the City of Cooper City's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- Y 2. The Proposer will comply with the requirements of Section 2-197.1 of the City of Cooper City's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- Y 3. The Proposer will not comply with the requirements of Section 2-197.1 of the City of Cooper City's Code of Ordinances at time of award
- Y 4. The Proposer does not need to comply with the requirements of Section 2-197.1 of the City of Cooper City's Code of Ordinances at time of award because the following exemption applies:

**Please check only one below**

- Y The Proposer's price bid for the initial contract term is \$100,000 or less
- Y The Proposer employs less than twenty-five (25) employees
- Y The Proposer does not provide benefits to employees' spouses or spouse's dependents
- Y The Proposer is a religious organization, association, society, or non-profit charitable educational institution
- Y The Proposer is a government entity
- Y The Proposer cannot comply with the requirements of Section 2-197.1 of the City of Cooper City's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation \_\_\_\_\_.  
(Attach explanation of its applicability)

**DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)**

I, \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
(Name) (Title) (Proposer)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete, and correct.

\_\_\_\_\_  
Signature

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

STATE: \_\_\_\_\_ COUNTY: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by: \_\_\_\_\_  
*Name of Person Making Statement*

(NOTARY SEAL) \_\_\_\_\_  
*Signature of Notary Public*

\_\_\_\_\_ *Name of Notary Public (Typed, Printed, Stamped)*

Personally Known: \_\_\_\_\_ OR Identification Produced: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_



**E-VERIFY FORM**

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors, and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-consultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, 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 the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: \_\_\_\_\_

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

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

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

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

### CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Cooper City.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

\_\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other cities, counties, contracts, or property interest for this Proposal.

\_\_\_\_\_ The undersigned firm, by attachment to this form, submits information that may be a potential conflict of interest due to any other cities, counties, contracts, or property interest for this Proposal.

Acknowledged by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date



# **SAMPLE AGREEMENT**

## **CONTINUING PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT (“Agreement”)**, dated \_\_\_\_\_, is entered into by and between **THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328 (hereinafter referred to as the "CITY")

and

\_\_\_\_\_ (firm name), a \_\_\_\_\_ (business type) as listed with the \_\_\_\_\_ (state) Division of Corporations, authorized to do business in the State of Florida, with a business address of \_\_\_\_\_ (hereinafter referred to as the “CONSULTANT”). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

### **WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

#### **ARTICLE 1** **PREAMBLE**

In order to establish the background, context, and form of reference for this Agreement, and to generally express the objectives and intentions of the respective Parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On \_\_\_\_\_, the CITY advertised its notice to proposers of the CITY's desire to hire firms to provide professional engineering and related services, as more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof, for the said bid entitled:

**“Continuing Professional Consulting Services (CCNA)  
Request for Qualifications (“RFQ”) # \_\_\_\_\_**

1.2 On \_\_\_\_\_, proposals were opened publicly and names of the respondents were read aloud.

1.3 On \_\_\_\_\_, the CITY’s evaluation committee certified CONSULTANT as qualified to provide the professional services as described in **Exhibit A**, and selected

CONSULTANT as the most highly qualified to perform the required services in accordance with the Consultant's Competitive Negotiation Act ("CCNA"), §287.055, Florida Statutes.

1.4 On \_\_\_\_\_, the CITY awarded the bid to CONSULTANT and authorized the proper CITY officials to negotiate and enter into an agreement with CONSULTANT to render the services more particularly described herein below.

1.5 Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken in accordance with the CCNA, §287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

1.6 In the event of any conflicts between this Agreement and any exhibits hereto, this Agreement shall prevail, followed by the bid specifications attached as **Exhibit A**.

1.7 The services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "professional services" in Section 287.055(2)(a), Florida Statutes, as amended from time to time.

## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

2.1 The CITY may request from the CONSULTANT from time to time, on an as-needed basis, specific professional engineering and related services for various projects and assignments as more particularly described in **Exhibit A**. These requests will describe the scope of work, desired time frame for its completion and the method of payment to be used. Upon receipt of these requests, the CONSULTANT shall timely review the scope of work and schedule described in each request and provide the CITY with a not to exceed fee or a list of professionals required for the assignment and an estimate of the work hours required to accomplish the services. Once an understanding is reached between the CITY and CONSULTANT regarding the scope, schedule and fee, the CITY will issue an amendment to this Agreement and/or a Work Authorization in a form approved by the CITY authorizing the CONSULTANT to perform the services. The CONSULTANT's fee and cost proposal shall be based upon the hourly rates set forth in the Engineers' Labor Rate list, attached hereto and by this reference made a part hereof as **Exhibit C**.

2.2 The services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "continuing contract" in §287.055(2)(g), Florida Statutes as amended from time to time. The scope of work set forth in **Exhibit A** includes a list of projects that the CONSULTANT may be engaged to perform. In accordance with Article 5 of this Agreement, the CITY, at its sole discretion, may add or remove projects to or from this list, subject to the requirements of §287.055, Florida Statutes.

2.3 CONSULTANT may furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner.

2.4 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience, and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.5 CONSULTANT assumes professional and technical responsibility for the performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Florida, and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.6 CONSULTANT shall schedule regular meetings with the CITY's representatives at least once a month to discuss the progress of any work as more particularly described in **Exhibit A**, and required in accordance with any Work Authorization issued pursuant to this Agreement.

2.7 The relationship between CITY and CONSULTANT created hereunder and the services to be provided by CONSULTANT pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other contractors to perform the same or similar services performed by CONSULTANT hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to CONSULTANT while CONSULTANT is so engaged without first terminating such assignment. CONSULTANT shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the City of Cooper City, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by CONSULTANT hereunder.

2.8 CONSULTANT shall comply with the applicable provisions of the City of Cooper City Code of Ordinances. CONSULTANT shall require that all sub-consultants comply with the applicable provisions of the City of Cooper City Code of Ordinances.

2.9 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

2.10 The CITY shall furnish the CONSULTANT available studies, reports and other data pertinent to the CONSULTANT's services; obtain or authorize the CONSULTANT to obtain or provide additional reports and data as required; furnish to the CONSULTANT services of others required for the performance of the CONSULTANT's services hereunder, and the CONSULTANT shall be entitled to use and rely upon all such information and services provided by the CITY or others in performing the CONSULTANT's services under this Agreement.

2.11 The CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water and/or wastewater quality and/or quantity, or over the way the CITY's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on the CONSULTANT's opinion based on experience and judgment. The CONSULTANT cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the CONSULTANT and the CONSULTANT will not be liable to and/or indemnify the CITY and/or any third party related to any inconsistencies between the CONSULTANT's data projections and estimates and actual costs and/or quantities realized by the CITY and/or any third party in the future.

**ARTICLE 3**  
**TERM FOR PERFORMANCE AND TERMINATION**

3.1 CONSULTANT shall perform the services identified in Article 2 within the time frame agreed upon by the Parties. Minor adjustments to the timetable for completion approved by CITY in advance, in writing, will not constitute non-performance by CONSULTANT pursuant to this Agreement.

3.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the CITY for projects which the CITY from time to time authorizes CONSULTANT's services in connection therewith. Notwithstanding the foregoing, the Term of this Agreement shall be **FIVE (5) YEARS**. The Term of this Agreement may be renewed upon the mutual written agreement of the Parties for an additional **5-YEAR** period.

3.3 **Termination for Convenience.** This Agreement may be terminated by either Party for convenience, upon providing thirty (30) business days of written notice to the non-terminating Party for such termination in which event CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination [NOTE: CONSULTANT may not terminate existing assignments for convenience after they have been accepted as Work Authorizations/addendums to this Agreement.] In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

3.4 **Default by CONSULTANT.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONSULTANT neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by CONSULTANT of written notice of such neglect or failure.

**ARTICLE 4**  
**COMPENSATION AND METHOD OF PAYMENT**

4.1 CITY agrees to compensate CONSULTANT for each Work Authorization issued by the CITY from time to time on an as-needed basis, for a project or assignment. The compensation amount will be in accordance with the Engineers' Labor Rates more particularly described in **Exhibit C**.

4.2 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed in accordance with this Agreement and any Work Authorization issued hereunder. The invoice shall include, but not be limited to, date of service, staff classification, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

4.3 CONSULTANT expressly recognizes that CONSULTANT's acceptance of this Agreement does not guarantee any work or minimum fee to be paid to CONSULTANT and that the Services will be assigned on an as-needed assignment/project basis.

4.4 CITY will make its best efforts to pay CONSULTANT within thirty (30) calendar days of receipt of proper invoice the total shown to be due on such invoice. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Payment will be made to CONSULTANT at:

Consultant's Remit To Address:

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4.5 If any of the required services are rejected for any reason, the CONSULTANT shall be required to perform the services to the satisfaction of the CITY. Additionally, payment may be withheld by the City Manager, for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

4.6 **Truth-In-Negotiation Certificate.** Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

4.7 **Post Contractual Obligations.** In the event that the term of this Agreement expires, and the CITY has already initiated a Work Authorization pursuant to this Agreement, the CONTRACTOR agrees to continue providing services, at the rates set forth herein, until completion of the assignment(s)/project(s). Notwithstanding the foregoing, these post contractual obligations shall be at the discretion of the CITY should this Agreement be terminated pursuant to Section 3.3, Section 3.4, or Article 14 herein.

**ARTICLE 5**  
**CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONSULTANT may from time to time request changes that would increase, decrease, or otherwise modify the Scope of Work, as described in **Exhibit A**, to be provided under this Agreement subject to the requirements set forth in §287.055, Florida Statutes. Such changes or additional work must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 CONSULTANT shall continue work when seeking a change order unless work has not been authorized herein, or by written amendment or change order, executed by the parties hereto, with the same formality, equality, and dignity herewith. Work to be performed while a seeking change order which has not been described herein or in a separate written agreement shall be performed at the CONSULTANT's own risk. CITY shall not be responsible for any payments requested pursuant to a change order until the change order is approved by the CITY.

5.3 In no event will the CONSULTANT be compensated for any services which have not been described either herein or in a separate written agreement executed by the Parties hereto.

**ARTICLE 6**  
**INDEMNIFICATION**

6.1 CONSULTANT shall indemnify and save harmless the CITY, its elected and appointed officials, agents and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, sustained by the CITY, its elected and appointed officials, agents, and employees arising out of, or by reason of, or resulting from the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its agents, subcontractors or employees during the performance of this Agreement.

6.2 Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

6.3 CONSULTANT's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the total compensation received by CONSULTANT. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability. Nothing contained here is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

**ARTICLE 7**  
**INSURANCE**

7.1 **INSURANCE REQUIREMENTS:** The proposer will be required to furnish evidence of the following insurance coverages by a licensed Florida Company that has at least a "BEST" rating of "A."

7.1.1 Without limiting any of the other obligations or liabilities of proposer, proposer will provide, pay for and maintain in force until all of its work to be performed under this contract has been completed and accepted by City (or for such duration as is otherwise specified after this), the insurance coverages set forth herein.

7.1.2 **Workers Compensation Coverage** to apply for all employees of the contractor, sub-contractors, and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include employers' liability with a minimum limit of one hundred thousand dollars (\$100,000) each accident.

7.1.3 **Comprehensive General Liability Coverage** with minimum limits of one million dollars (\$1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability.

7.1.4 **Personal Injury Coverage** with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury

liability and property damage liability.

- 7.1.5 **Business Automobile Liability Coverage** with minimum limits of five hundred thousand dollars (\$500,000) per occurrence combined single limits for bodily injury liability and property damage liability.
- 7.1.6 **Professional Liability/Errors and Omissions Coverage** - Combined single limit each occurrence \$1,000,000 general aggregate limit \$2,000,000

The City is to be expressly included as an "Additional Insured" in the name of "City of Cooper City" with respect to liability arising out of operations performed by City by or for proposer; or acts or omissions of City concerning general supervision of such operation.

Policies must be endorsed to provide for thirty (30) days written notice to the City of cancellation and/or restriction.

## **7.2 REQUIRED ENDORSEMENTS**

- 7.2.1 The City of Cooper City shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.2.2 Waiver of all Rights of Subrogation against the CITY.
- 7.2.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
- 7.2.4 CONSULTANT's policies shall be Primary & Non-Contributory.
- 7.2.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.2.6 The City of Cooper City shall be named as a Loss Payee on all Property Policies as their interest may appear.

7.3 Any and all insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of this Agreement. The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.4 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONSULTANT has assumed in the indemnification/hold harmless section(s) of this Agreement.

## **ARTICLE 8 NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Agreement, neither the CONSULTANT nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion,

color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that CONSULTANT will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

## **ARTICLE 9**

### **INDEPENDENT CONTRACTOR**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of CONSULTANT's funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

## **ARTICLE 10**

### **AGREEMENT SUBJECT TO FUNDING**

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Cooper City in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

## **ARTICLE 11**

### **UNCONTROLLABLE FORCES**

11.1 Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing Party could not avoid. The term "Uncontrollable Forces" shall mean 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, pandemic, acts of God, war, riot, civil disturbance,

sabotage, and governmental actions.

112 Neither Party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming Party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming Party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

## **ARTICLE 12** **GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

## **ARTICLE 13** **SIGNATORY AUTHORITY**

CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signatory for CONSULTANT has the authority to enter into this Agreement.

## **ARTICLE 14** **DEFAULT OF CONTRACT & REMEDIES**

14.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.

14.2 **Correction of Work.** If, in the judgment of CITY, the services provided by CONSULTANT do not conform to the requirements of this Agreement, or if the services exhibit poor workmanship, CITY reserves the right to require that CONSULTANT correct all deficiencies in the services to bring the services into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

14.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT for which CITY may terminate for cause:

14.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Utilities Director or individual relative thereto.

14.3.2 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) calendar days after written notice

thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

14.3.3 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other Party in a manner not expressly permitted hereunder.

14.3.4 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

14.4 **Remedies in Default.** In case of default by CONSULTANT, CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of the Agreement. If the

abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONSULTANT of such declaration of default and terminate the Agreement.

14.4.1 Upon such declaration of default, all payments remaining due CONSULTANT at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONSULTANT.

14.4.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure services necessary for the completion of the Agreement, and charge the cost of same to CONSULTANT with the costs incident thereto to such default.

14.4.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONSULTANT under this Agreement, if the same had been fulfilled by CONSULTANT, CITY shall retain such differences. Should such cost to CITY be greater, CONSULTANT shall pay the amount of such excess to the CITY.

14.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen calendar (14) calendar days of the receipt by CONSULTANT of such notice from CITY.

**ARTICLE 15**  
**BANKRUPTCY**

It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

**ARTICLES 16**  
**DISPUTE RESOLUTION**

In the event that a dispute, if any, arises between CITY and CONSULTANT relating to this Agreement, performance or compensation hereunder, CONSULTANT shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONSULTANT expressly agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

**ARTICLE 17**  
**PUBLIC RECORDS**

17.1 The City of Cooper City is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

17.1.1 Keep and maintain public records required by the CITY to perform the service;

17.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

17.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

17.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

17.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

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

**Tedra Allen  
CITY CLERK  
CITY OF COOPER CITY  
9090 SW 50<sup>th</sup> Place  
Cooper City, FL 33328  
(954) 434-4300  
[TAllen@coopercity.gov](mailto:TAllen@coopercity.gov)**

**ARTICLE 18  
SCRUTINIZED COMPANIES**

18.1 CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

18.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

18.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

18.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

18.1.2.2 Is engaged in business operations in Syria.

**ARTICLE 20  
EMPLOYMENT ELIGIBILITY**

20.1 **E-Verify.** CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

20.1.1 **Definitions for this Section.**

20.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor,

supplies, or services to such employer in exchange for salary, wages, or other remuneration.

20.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

20.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

20.1.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating

employers to electronically verify the employment eligibility of newly hired employees.

20.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

20.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

20.2.2 All persons (including sub-vendors/sub-consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

20.2.3 The Contractor shall 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 registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require 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 the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

## **ARTICLE 21** **FEDERAL REQUIREMENTS**

Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with the applicable federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONSULTANT in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all of these contract clauses:

21.1 **Equal Employment Opportunity.** During the performance of this contract, CONSULTANT agrees as follows:

21.1.1 CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices

to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

21.13 CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT's legal duty to furnish information.

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

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

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

21.17 In the event of CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part

and CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

21.1.8 CONSULTANT will include the provisions of paragraphs (21.1.1) through (21.1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

21.2 **Davis-Bacon Act.** CONSULTANT shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONSULTANT must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONSULTANT must be required to pay wages not less than once a week.

21.3 **Copeland “Anti-Kickback” Act.** CONSULTANT shall comply with the Copeland “Anti-Kickback” Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONSULTANT must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

21.4 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).** Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONSULTANT must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

21.4.1 **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

21.4.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (21.4.1) of this section the CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (21.4.1) of this section, in the sum of

\$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (21.4.1) of this section.

21.4.3 **Withholding for unpaid wages and liquidated damages.** CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONSULTANT or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (21.4.2) of this section.

21.4.4 **Subcontracts.** CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (21.4.1) through (21.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (21.4.1) through (21.4.4) of this section.

21.5 CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21.5.1 **Clean Air Act.** CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONSULTANT agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

21.5.2 **Federal Water Pollution Control Act.** CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONSULTANT agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with Federal assistance.

21.6 **Suspension and Debarment.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONSULTANT is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or

disqualified (defined at 2 C.F.R. § 180.935).

21.6.1 CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

21.6.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

21.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).** CONSULTANT shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

21.8 **Compliance with State Energy Policy and Conservation Act.** CONSULTANT shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21.9 **Procurement of Recovered Materials.** The CITY and CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

21.10 **Reporting.** Pursuant to 44 CFR 13.36(i)(7), CONSULTANT shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the CITY, the applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers,

and records of CONSULTANT which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide the applicable Federal Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

21.11 **Rights to Inventions.** CONSULTANT agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

21.12 **No Obligation by the Federal Government.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

21.13 **DHS Seal, Logo, and Flags.** CONSULTANT shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

21.14 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONSULTANT will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

21.15 **Fraudulent Statements.** CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to CONSULTANT's actions pertaining to this Agreement.

21.16 **Prohibition on Contracting for Covered Telecommunications Equipment or Services.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

21.16.1 **Prohibitions.**

21.16.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

21.16.1.2.1 Unless an exception in paragraph 21.16.3 of this clause applies, the CONSULTANT and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or

essential component of any system, or as critical technology of any system;

21.16.1.2.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

21.16.1.2.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

21.16.1.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

#### 21.16.2 **Exceptions.**

21.16.2.1 This clause does not prohibit CONSULTANT from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

21.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

#### 21.16.3 **Reporting Requirement.**

21.16.3.1 In the event CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 21.16.3.2 of this clause to the recipient or sub recipient, unless elsewhere in this contract are established procedures for reporting the information.

21.16.3.2 The CONSULTANT shall report the following information pursuant to paragraph 21.16.3.1 of this clause: (i) Within

one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph

21.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONSULTANT shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

21.17 **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONSULTANT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21.18 **Affirmative Socioeconomic Steps.** If subcontracts are to be let, CONSULTANT is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

21.19 **License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the CONSULTANT grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONSULTANT will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONSULTANT will deliver to the

CONSULTANT data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONSULTANT.

## **ARTICLE 22** **MISCELLANEOUS**

22.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.

22.2 **Legal Representation.** It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the Party preparing same shall not apply herein due to the joint contributions of both Parties.

22.3 **Records.** CONSULTANT shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten

(10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

22.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

22.5 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

22.6 **Notice.** Whenever any Party desires to give notice unto any other Party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended and the remaining Party, at the places last specified, and the

places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY: Alex Rey, City Manager City of  
Cooper City  
9090 SW 50<sup>th</sup> Place  
Cooper City, Florida 33328  
Telephone No.: (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200 Fort  
Lauderdale, Florida 33308  
Telephone No.: (954) 771-4500 or (561)279-9400  
Facsimile No.: (954) 771-4923

CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_

22.7 **Binding Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

22.8 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

22.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

22.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22.11 **Extent of Agreement; Conflicts.** This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of any conflict or ambiguity by and between this Agreement, Exhibit A, Exhibit B, and Exhibit C, this Agreement shall govern and prevail, followed by Exhibit A, Exhibit B, and Exhibit C.

22.12 **Attorneys' Fees.** In the event that either Party brings suit for enforcement of this Agreement, each Party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

22.13 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

22.14 **No Third Party Beneficiaries.** The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third Party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

22.15 A DESIGN PROFESSIONAL WHO IS AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT, PURSUANT TO §558.0035, FLORIDA STATUTES, AS MAY BE AMENDED FROM TIME TO TIME.

[SIGNATURE PAGE FOLLOWS]



**AGREEMENT ATTACHMENT A**  
**SCOPE OF SERVICES**

**TABLE OF CONTENTS**

1. *SCOPE OF SERVICES*
  - A. OBJECTIVES
  - B. SERVICES
  - C. STAFFING PLAN
  - D. SUB-CONTRACTING
  - E. QUALITY CONTROL
  - F. CITY RESPONSIBILITIES
  - G. BEGINNING AND LENGTH OF SERVICES
  
2. *SAMPLE CONTRACT AND CONTRACT ATTACHMENTS / EXHIBITS*

**AGREEMENT ATTACHMENT A**  
**SCOPE OF SERVICES**

**2.1 SCOPE OF SERVICES:**

This RFQ is requesting any individual, company, or team, submit their qualifications for any or all disciplines listed in Exhibit “A” -Services to be Considered. The City will then review all submittals and contract with those individuals, companies, or teams to be on a pre-qualified list which will be made available to the various City departments to select from when a project is identified, such as those listed on Exhibit “C” - Capital Improvement Program FY2024 - FY2028.

The City may select multiple qualified persons or firms for each category of specialized services as described in Exhibit “A.” Each selected person or firm shall enter into a continuing contract with the City.

Services are to be provided on various projects and assignments on an as-needed basis. These services include, but are not limited to those listed in Exhibit “A.” The City intends to retain more than one firm, pursuant to continuing contracts, to be available to perform services which may include engineering, architecture, electrical engineering, right-of-way and traffic engineering, construction engineering, civil engineering, environmental permitting, and engineering, preparation of plans and specifications, construction management, construction inspection engineering, engineering plan review, design and/or construction supervision and administration for one or any of the projects listed in Exhibit “A.” Services will be required for assignments and projects including the acquisition, improvement or operation of City lands, buildings, facilities, utilities, and roads, and the administration of City services.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**AGREEMENT ATTACHMENT B  
SCHEDULE OF HOURLY RATES**

Schedule of Hourly Rates, to be attached **after contract and rates are negotiated** with the successful proposer(s).

**Schedule of Hourly Rates\***

Staff Title	Hourly Rate
<b>Principal</b>	
<b>Senior Project Manager/Architect/Engineer/Landscape Architect</b>	
<b>Project Manager</b>	
<b>Jr. Project Manager</b>	
<b>Architect/Engineer/Landscape Architect</b>	
<b>Senior Inspector</b>	
<b>Inspector</b>	
<b>Surveyor</b>	
<b>CAD Technician</b>	
<b>Administrative/Clerical</b>	

*\*Rates for other categories will be negotiated as requested by the City of Cooper City on an as-needed basis. Sub-consultant fees, as needed and approved by the City, will be billed at direct cost.*

**AGREEMENT ATTACHMENT C  
SAMPLE WORK AUTHORIZATION FOR  
PROFESSIONAL SERVICES**

<b>CONSULTANT:</b>		
<b>PROJECT MANAGER:</b>		
Address:		
Contract No.	Work Authorization No:	
Agreement Description: Continuing Professional Services Contract	Resolution #: _____ (Required for expenditure \$25,000 or above)	
Effective Date:	Effective Date: _____	
P.O. # For Work Authorization:		
Brief Task Description:		
In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in attached Exhibit A (Scope of Services). All required services will be completed on or before: <u>See Exhibit "C"</u>		
The total amount or the limiting amount of the compensation will be: \$ _____ unless additional services are authorized by the CITY in writing. Hourly not to exceed (NTE) items will be paid against detailed invoices describing the work performed, by whom, work dates and number of hours worked on project. Lump Sum (LS) items will be paid based upon the percent of work that is actually complete.		
Compensation elements are as follows:		
Task	Method of Compensation	Amount (\$)
<b>Total</b>		
Other Notes:		
This Work Authorization is subject to the same terms and conditions of the <u>Continuing Professional Services Contract</u> approved by the City Commission on _____. Please acknowledge receipt of, and agreement with, this Work Authorization by signing and dating and returning two (2) original signed copies to the City Manager <u>via the appropriate Department Director</u> . The CITY will send you one fully executed copy.		
CITY of OAKLAND PARK Approval:		
David Hebert, City Manager:	_____	_____
	(Signature)	(Date)
Department Director	_____	_____
	(Signature)	(Date)

**ATTACHMENT C TO AGREEMENT- *CONTINUED***  
**SAMPLE WORK AUTHORIZATION FOR**  
**PROFESSIONAL SERVICES**

<b>CONSULTANT Acceptance:</b>		
(Insert –Title & Company Name)	(Signature)	(Date)

*Expenditures \$25,000 or greater require City Commission Approval*  
*Expenditures \$7,500 of greater require City Manager Approval*

**AGREEMENT EXHIBIT A**  
*(This is an exhibit to the Work Authorization Form)*

**Scope of Services**

Project Description

Work Authorization Description

Task(s) Description(s)

**AGREEMENT EXHIBIT B**

*(This is an exhibit to the Work Authorization Form)*

**Work Authorization Terms**

All terms and conditions shall be in conformance with the Agreement between the City of Cooper City and \_\_\_\_\_, dated \_\_\_\_\_.

**1. AUTHORIZATION TO PROCEED**

Signing this Agreement shall be construed as authorization by the City of Cooper City (City) for \_\_\_\_\_ (CONSULTANT) to proceed with the Services, unless otherwise provided for in this Agreement. The terms and conditions of the contract between the City, and CONSULTANT govern this Work Authorization.

**2. LUMP SUM**

Lump sum compensation is calculated by reference to hourly schedule included in the executed contract and estimated hours provided to the City during negotiation. Actual hourly charges by classification against the lump sum may vary from the original estimated hours based on workload demands and other factors; however, the lump sum amount of the contract will not change unless the project scope changes.

**3. DIRECT EXPENSES**

Direct Expenses (Reimbursable) shall be those costs incurred on or directly for the City's Project, including but not limited to necessary transportation costs including mileage at current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by CONSULTANT.

**4. SCOPE CHANGES**

In the event that CONSULTANT believes that work outside of the scope of this contract has been requested or must be undertaken, CONSULTANT will notify the City Project Manager in writing prior to performing the additional work. The City and CONSULTANT will meet to address the Additional Services Request within one week of notification. If it is agreed that additional services are warranted, the City and CONSULTANT shall attempt to have the request placed on the next available City Commission agenda. CONSULTANT shall begin work after Commission approval; however, if time constraints dictate quicker action, CONSULTANT will undertake the additional work after coming to agreement with the City during the initial meeting with regards to the specific additional services.

**5. COST ESTIMATES**

Any cost estimates provided by CONSULTANT will be on a basis of experience and judgment. Since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

**6. PROFESSIONAL STANDARDS**

CONSULTANT shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in South Florida, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. CONSULTANT makes no warranty, expressed or implied.

**7. COMPENSATION SCHEDULE**

CONSULTANT will invoice the City on a monthly basis for services rendered the previous month. After receipt the City shall notify CONSULTANT within ten (10) days of any discrepancies or disputed items. If the invoice is acceptable, the City agrees to pay CONSULTANT within thirty (30) days of date of invoice.

#### 8. LIMITATION OF LIABILITY

CONSULTANT's liability to the City shall be based on the terms of the Contract.

#### 9. TERMINATION

Either City or CONSULTANT may terminate this Agreement by giving 30 days' written notice to the other party. In such an event the City shall forthwith pay CONSULTANT in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of the Contract Agreement. All requirements of Section 19 of the contract shall apply to this contract.

#### 10. ASSIGNMENT TO RELATED ENTITY

Requirements of Section 16, of the agreement apply to this section.

#### 11. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

#### 12. INFORMATION PROVIDED BY CLIENT

Permit application fees.

#### 13. SCOPE OF SERVICES

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth. The terms hereof shall be construed in favor of the firm and all inferences and implications shall be deemed to be for the benefit of the firm.

In reviewing this proposal for professional services, it should be understood that the proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize, and we ask that the Client recognize that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed. Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Hourly Fee Schedule" section of this proposal or we can provide you with a separate proposal should the scope so indicate.

#### 14. FEES

The Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the work

on any item to which a lump sum fee shall apply is not commenced within said period, the firm reserves the right to terminate this Agreement as it relates to said item. If the work is initiated but not concluded within said period, regardless of the reason therefore, the balance of the fee due shall be increased at the rate of one percent (1%) per month for each month the work continues until the work is complete. No prior notice of such adjustment shall be required.

#### 15. PERMITS AND APPROVALS

The permits and agency approvals mentioned above are those known to us to be required for projects of this kind, and we will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. The Client is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, we will notify you and respond promptly to the requirement.

#### 16. CONSTRUCTION REQUIREMENTS

At the time that the firm is authorized by you to perform professional engineering services involving design plans and permit requiring approval by governmental agencies, the firm will be required to provide certificates of compliance to those agencies with regard to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for the firm to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be the City's responsibility to notify CONSULTANT of the commencement of any work so that the firm may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, the firm must also prepare and review the as-built drawings during and at the end of the construction period. All of the services described in this paragraph constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

The firm shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project or the maintenance thereof. The firm is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, the firm will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the firm by virtue of the undertakings or of its performance of the service hereunder. Absent bad faith in the performance of the work hereunder, the firm shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project. No person other than you shall have the right to rely on the expertise of the firm or the performance of the matters set forth herein. The firm reserves the right to record a memorandum hereof in the public records of the County.

The above stated services are the minimum level of services that the firm is obligated to perform. The firm currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

#### 17. PERMIT FEES; APPLICATION FEES; OUTSIDE CONSULTANT FEES

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by the Client. Should our firm find it absolutely

necessary to advance fees for the Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

18. CLIENT'S RESPONSIBILITIES

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.

**EXHIBIT C TO AGREEMENT**

*(This is an exhibit to the Work Authorization Form)*

**Preliminary Project Schedule**

**DELIVERY SCHEDULE**

The Project as delineated in this scope of services is estimated to be completed within \_\_\_\_\_ days after Notice to Proceed. The following is the expected work schedule for the Project:

<b>Deliverable</b>	<b>Schedule</b>

**EXHIBIT D TO AGREEMENT**  
*(This is an exhibit to the Work Authorization Form)*

**Staff Time Estimate**

Will be provided by CONSULTANT for each Work Authorization.