

**CONTINUING PROFESSIONAL SERVICES AGREEMENT**

THIS IS AN AGREEMENT ("Agreement"), dated the 8 day of June, 2021 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

**THE CORRADINO GROUP, INC.**, an **Engineering Firm** listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **5200 NW 33 Avenue, Suite 203, Fort Lauderdale, FL 33309** (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 **June 18, 2020**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide certain professional services under a continuing contract, as defined by Section 297.055(2)(g), F.S., as more particularly described in **Exhibit "A"**, attached hereto and by this reference made a part hereof, for the said bid entitled:

**Request for Qualifications # 2020-1-UTL**

**Professional Service Providers**  
**(Architectural, Engineering, Surveying & Mapping)**

1.2 On **August 6, 2020**, the bids were opened at the Offices of the City Clerk.

1.3 On **March 9, 2021**, the CITY approved the findings and recommendation of the evaluation committee and certified CONSULTANT as qualified to provide various professional services that the

CITY may need or that may arise, in accordance with the Consultants' Competitive Negotiation Act, § 287.055(3)(c), Florida Statutes.

1.4 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. Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken in accordance with the Consultants' Competitive Negotiation Act (CCNA), §287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

1.5 In the event of any conflicts between this Agreement and any exhibits hereto, this Agreement shall prevail, followed by the bid specifications attached hereto as **Exhibit "A"**, and by reference made a part hereof.

## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

2.1 The CITY may request from the CONSULTANT from time to time, on an as needed basis, professional services, as defined by Section 287.055(2)(a), F.S., including architectural, engineering, surveying and mapping services. These requests will describe the scope of work, desired timeframe 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 the Agreement or a work order or 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 on **Exhibit "B"**, attached hereto and by this reference made a part hereof.

2.2 CONSULTANT shall 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.

2.3 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.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional 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.

2.5 All services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "continuing contract" in Section 287.055(2)(g), Florida Statutes as amended from time to time.

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

2.7 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.

2.8 In the event that the CITY engages the CONSULTANT to provide any services related to a CITY project that is utilizing transportation surtax funds provided by Broward County, the CONSULTANT shall, upon request by the CITY and in the CITY's sole discretion, execute the project-specific consultant services agreement attached hereto as Composite Exhibit "C." The agreements included in Exhibit "C" are a requirement of Broward County for all transportation surtax funded projects and may not be amended by either the CONSULTANT or the CITY.

### **ARTICLE 3**

#### **TERM FOR PERFORMANCE AND TERMINATION**

3.1 CONSULTANT shall perform the services identified in Article 2 within the timeframe set forth in each amendment or work order. 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 initial Term of this Agreement shall be for three (3) year(s). The Term of this Agreement may be extended upon the mutual written agreement of the Parties for up to two (2) additional two (2) year renewal terms.

3.3 This Agreement may be terminated by either party for cause, or by either party for convenience. If terminated for convenience, the terminating party shall provide to the other party thirty (30) days' written notice, in which event the CONSULTANT shall be paid its compensation for services performed to termination date. [NOTE: CONSULTANT may not terminate existing assignments for convenience after they have been accepted as 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.

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

4.1 CITY agrees to compensate CONSULTANT pursuant to the amounts agreed to in each amendment or by the rates established in **Exhibit "B"**, attached hereto and by this reference made a part hereof, for miscellaneous services required.

4.2 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

4.3 CITY will make its best efforts to pay CONSULTANT within thirty (30) 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.

4.4 Payment will be made to CONSULTANT at:

**THE CORRADINO GROUP, INC.**  
**5200 NW 33 AVENUE, SUITE 203**  
**FORT LAUDERDALE, FL 33309**

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

5.1 CITY or CONSULTANT may 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 Section 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 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 or amendment executed by the Parties hereto with the same formality and equal dignity herewith.

**ARTICLE 6**  
**INDEMNIFICATION**

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

6.2 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.

6.3 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 parties responsibility to indemnify.

6.4 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.

6.5 Pursuant to section 558.0035, Florida Statutes, a design professional who is an individual employee or agent of the consultant may not be held individually liable for negligence occurring in the course and scope of this professional services agreement.

**ARTICLE 7**  
**INSURANCE**

7.1 The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY, nor shall the CONSULTANT allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial

strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONSULTANT or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONSULTANT shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

#### 7.6 REQUIRED INSURANCE

CONSULTANT shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

7.6.1 Comprehensive General Liability Insurance including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000 (mostly for construction or equipment sold to the CITY)

Proposer must provide a copy of the Declaration of Coverage Page containing the policy forms and any exclusions of General Liability.

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

The City of Cooper City must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

7.6.2 Workers' Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A - Statutory
2. Employers Liability: Coverage B - \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

7.6.3 AUTO LIABILITY INSURANCE covering all owned, leased, hired, non-owned and employee non-owned vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

7.6.3.1 If CONSULTANT requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

7.6.4 Umbrella/Excess Liability Insurance in the amount of \$\_\_\_\_\_ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Cooper City must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

7.6.5 PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE, with a limit of liability, no less than \$5,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects).

7.6.6 ENVIRONMENTAL/POLLUTION LIABILITY shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: CONSULTANT'S completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

## 7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Cooper City shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONSULTANT's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 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.

7.9 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.

7.10 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, H.U.D., 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, war, riot, civil disturbance, sabotage, pandemic and governmental actions.

11.2 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 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONSULTANT fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONSULTANT will pay CITY as liquidated damages, and not as penalty ten dollars

(\$10.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

14.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONSULTANT does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONSULTANT correct all deficiencies in the work to bring the work 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.

14.4 **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:

14.4.1 The abandonment of the Property by CONSULTANT for a period of more than seven (7) business days.

14.4.2 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 Public Services Director relative thereto.

14.4.3 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) 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) 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) day period and thereafter diligently prosecutes such cure to completion.

14.4.4 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.

14.4.5 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) 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) 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) days.

14.5 **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. A copy of such written notice

shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) 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. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONSULTANT and proceed to perform services under the Agreement, at its own cost and expense.

14.5.1 Upon such declaration of default, all payments remaining due to the CONSULTANT at the time of default, less all sums due to the CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter, the Surety shall receive monthly payments equal to those that would have been paid by the CONSULTANT had the CONSULTANT continued to perform the services under the Agreement.

14.5.2 CITY may complete the Agreement, or any part thereof, either by day labor, by hiring a subcontractor, or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONSULTANT and/or the Surety together with the costs incident thereto to such default.

14.5.3 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.

14.5.4 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) 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.

## **ARTICLE 16** **DISPUTE RESOLUTION**

16.1 Arbitration. In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy

or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

## 16.2 Operations During Dispute.

16.2.1 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.

16.2.2 CONSULTANT expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's property, and further 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.

16.2.3 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 (14) calendar days of the receipt by CONSULTANT of such notice from 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 THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
9090 SW 50<sup>th</sup> PLACE  
COOPER CITY, FL 33328  
(954) 434-4300, 291  
[PRR@CooperCityFL.org](mailto:PRR@CooperCityFL.org)**

**ARTICLE 18  
FEMA REQUIREMENTS**

**The CONSULTANT and any and all of its subcontractors, shall comply with 2 CFR 200.326 and 2 CFR Part 200 Appendix II. A breach of any of the below provisions may be grounds for termination of this Agreement, or for debarment of the Consultant.**

18.1 CONSULTANT shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of services provided pursuant to this agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

18.2 If reimbursement is denied to CITY due to CONSULTANT's negligence in the performance of its obligations hereunder, Consultant upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the City, shall reimburse CITY for amounts denied due to CONSULTANT's negligence. This obligation shall survive the term or termination of this Agreement. Reuse of such documents by the City for any purpose other than that for which prepared shall be at the CITY's sole risk.

18.3 Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326. In the event of any conflicts, the provisions of this section shall prevail.

18.3.1 Equal Employment Opportunity: During the performance of this contract, CONSULTANT agrees as follows:

(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.

(2) 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) 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.

(4) 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.

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

(6) CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the

Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) CONSULTANT will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. 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.

18.3.2 Davis-Bacon Act: CONSULTANT shall comply with the Davis-Bacon Act, ( 40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations ( 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors 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, contractors must be required to pay wages not less than once a week.

18.3.3 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.

(1) Subcontracts. The CONSULTANT shall insert in any subcontracts the provision above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONSULTANT shall be responsible for the



compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(2) **Breach.** A breach of the provisions of this section above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

18.3.4 **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.

- (1) Overtime requirements. No CONSULTANT 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.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (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 (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 (1) of this section.
- (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 the 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 (2) of this section.

- (4) Subcontracts. The CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONSULTANT shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

18.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act ( 33 U.S.C. 1251- 1387), as amended 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).

#### Clean Air Act

- (1) The 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.
- (2) The 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.
- (3) The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

- (1) The 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.
- (2) The 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.
- (3) The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

18.3.6 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).

18.3.7. 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 the CONSULTANT is required to verify that none of the CONSULTANT, its principals (defined at 2 C.F.R. § 180.995), or its 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)

- (1) The 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 the contractor 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.
- (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.”

18.3.8. Byrd Anti-Lobbying Amendment. 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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.”

#### 18.3.9 Recovered Materials.

(1) In the performance of this Contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule
- (ii) Meeting Contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site,

<http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

18.3.10 Pursuant to 44 CFR 13.36(i)(7), CONSULTANT shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

18.3.11 Pursuant to 44 CFR 13.36(i)(8), CONSULTANT agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA 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.

18.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The CONSULTANT agrees to provide the CITY, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The CONSULTANT agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case CONSULTANT agrees to maintain same until the CITY, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

18.3.13 No Obligation by the Federal Government

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to this Agreement and shall not be subject to any obligations or liabilities to the CITY, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

18.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement only.

The CONSULTANT will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

18.3.16 Fraudulent Statements. The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to the CONSULTANT's actions pertaining to this Contract.

## **ARTICLE 19** **MISCELLANEOUS**

19.1 **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.

19.2 **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.

19.3 **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.

19.4 **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.

19.5 **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.

19.6 **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: Joseph Napoli, City Manager  
City of Cooper City  
9090 SW 50<sup>th</sup> Place  
Cooper City, Florida 33328  
Telephone No. (954) 434-4300, x293

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  
Facsimile No. (954) 771-4923

CONSULTANT: Joseph M. Corradino (Principal)  
**THE CORRADINO GROUP, INC.**  
**5200 NW 33 AVENUE, SUITE 203**  
**FORT LAUDERDALE, FL 33309**

19.7 **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.

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

19.9 **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.

19.10 **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.

19.11 **Extent of Agreement.** 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.

19.12 **No Waiver of Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of Section 768.28, Florida Statutes, as may be amended from time to time.

19.13 **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.

19.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONSULTANT shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

19.15 **Counterparts and Execution.** This Agreement may be executed 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.

19.16 **Compliance with Statutes.** It shall be the CONSULTANT's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.

19.17 **Compliance with Jessica Lunsford Act.** CONSULTANT shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals who are vendors performing services at a Florida public school or for a public school district, if applicable.

19.18 **Scrutinized Companies.** 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 if:

19.18.1 Any amount of, 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

19.18.2 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:

19.18.2.1 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

19.18.2.2 Is engaged in business operations in Syria.

19.19 **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.

19.20 **E-Verify.** 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:

- i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- ii. 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
- iii. 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.



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF COOPER CITY, FLORIDA

ATTEST:

[Signature]  
KATHRYN SIMS, CITY CLERK

By: [Signature]  
JOSEPH NAPOLI, CITY MANAGER

APPROVED AS TO FORM:

[Signature]  
JACOB G. HOROWITZ  
CITY ATTORNEY

**CONSULTANT:**

THE CORRADINO GROUP, INC.

By: [Signature]  
Name: Joseph M. Corradino  
Title: President

STATE OF Florida )  
COUNTY OF Miami-Dade )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7th day of May 2021, by \_\_\_\_\_ on behalf of \_\_\_\_\_ a \_\_\_\_\_ . He/she is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC



\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)  
\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial number



**EXHIBIT B**

(Page 1 of 3)

<b>THE CORRADINO GROUP, INC.</b>			
<b>Discipline</b>	<b>Staff Type</b>	<b>UNIT</b>	<b>LOADED RATE</b>
Traffic/Transportation Engineering	Sr. Principal/Corporate Officer	Hour	\$365.00
	Principal	Hour	\$279.00
	Principal	Hour	\$238.00
	Sr. Project Manager- Traffic Engineering	Hour	\$306.00
	Sr. Project Manager- Transportation	Hour	\$271.00
	Project Manager- Traffic Engineering	Hour	\$200.00
	Project Manager- Transportation	Hour	\$260.00
	Sr. Professional Engineer- Traffic Engineering	Hour	\$306.00
	Sr. Professional Engineer- Transportation	Hour	\$260.00
	Project Engineer- Transportation	Hour	\$185.00
	Traffic Engineer	Hour	\$175.00
	Engineer	Hour	\$160.00
	Sr. Designer	Hour	\$170.00
	Designer	Hour	\$128.00
Engineering Technician	Hour	\$100.00	
Planning	Senior Project Manager - Planning	Hour	\$210.00
	Project Manager - Planning	Hour	\$200.00
	Principal Planner	Hour	\$210.00
	Senior Planner	Hour	\$200.00
	Associate Planner	Hour	\$160.00
	Assistant Planner	Hour	\$120.00
	Senior Transportation Modeler	Hour	\$285.00
	Transportation Modeler	Hour	\$175.00
	Associate Transportation Modeler	Hour	\$150.00
CEI	Sr. Project Engineer	Hour	\$270.00
	Senior Resident Engineer	Hour	\$260.00
	Contract Support Specialist/SRI	Hour	\$110.00
	Resident Compliance Specialist	Hour	\$100.00
	Sr Bridge/Rdwy Inspector	Hour	\$225.00
	Bridge/Rdwy Inspector	Hour	\$210.00

**EXHIBIT B**

(Page 2 of 3)

<b>MARLIN ENGINEERING, INC.</b>			
<b>Discipline</b>	<b>Staff Type</b>	<b>UNIT</b>	<b>LOADED RATE</b>
Transportation Engineering/Planning	Project Manager III	Hour	\$266.82
	Chief Planner	Hour	\$222.48
	Engineer 2	Hour	\$216.36
	Chief Scientist	Hour	\$209.43
	Transportation Data Scientist	Hour	\$206.25
	Senior Engineer 2	Hour	\$195.00
	Senior Planner	Hour	\$165.84
	Senior Designer	Hour	\$122.22
	Project Planner	Hour	\$121.62
	Senior Engineering Technician	Hour	\$111.42
	Transportation Data Analyst	Hour	\$108.18
	Engineering Intern	Hour	\$91.50
	Planner	Hour	\$87.24
	Engineering Technician	Hour	\$69.00
	Graphic Designer	Hour	\$66.36
Traffic Data Collection	24-Hour Traffic Count	Each	\$505.80
	48-Hour Traffic Count	Each	\$553.97
	72-Hour Traffic Count	Each	\$615.52
	7-Day Traffic Count	Each	\$899.95
	14-Day Traffic Count	Each	\$1,185.00
	4-Hour TMC	Each	\$886.10
	6-Hour TMC	Each	\$1,060.75
	8-Hour TMC	Each	\$1,235.41
	12-Hour Ped/Bike Count	Each	\$1,235.41
	24-Hour Classification Count	Each	\$713.54
	48-Hour Classification Count	Each	\$802.79

**EXHIBIT B**

(Page 3 of 3)

<b>MILLER LEGG</b>			
<b>Discipline</b>	<b>Staff Type</b>	<b>UNIT</b>	<b>LOADED RATE</b>
Landscape Architecture	Principal	Hour	\$325.00
	Senior Landscape Architect	Hour	\$175.00
	Landscape Designer	Hour	\$93.00
Environmental	Senior Environmental Specialist	Hour	\$245.00
	Senior Biologist	Hour	\$145.00
Land Surveying/SUE	Surveyor	Hour	\$150.00
	Senior Designer (Surveying)	Hour	\$120.00
	2-Person Survey Crew	Hour	\$140.00
	3-Person Survey Crew	Hour	\$170.00
	4-Person Survey Crew	Hour	\$195.00
	Senior 2-Person Survey Crew	Hour	\$155.00
	Senior 3-Person Survey Crew	Hour	\$200.00
	Senior 4-Person Survey Crew	Hour	\$220.00
	Mobilization Scanner Rate	Day	\$1,500.00
	SUE Designation (Utility Location)	Day	\$1,500.00
	SUE Test Holes (Maximum of 5 Holes)	Day	\$2,000.00



## EXHIBIT C

### CONTRACT PROVISIONS RELATED TO WORK FUNDED BY BROWARD COUNTY MOBILITY ADVANCEMENT PROGRAM (SURTAX)

#### ARTICLE 4. TIME FOR PERFORMANCE; CONTRACTOR DAMAGES

4.1 Consultant shall perform the Services within the time periods specified in Exhibit A. Time periods shall commence from the date of the applicable Notice to Proceed.

4.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at his or her sole option, require Consultant to submit the itemized deliverables and documents identified in Exhibit A for the Contract Administrator's review.

4.3 If the Contract Administrator determines that Consultant is unable to complete Services because of delays resulting from untimely review by City or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, City shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

4.4 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with City, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

4.5 Notwithstanding Section 4.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with City, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to City its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and City are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

4.6 If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this

Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by City. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement.

## **ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT**

5.3 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct nonsalary expenses directly attributable to this Project permitted under this Agreement, Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. City shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

5.4 Method of Billing.

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation under Section 5.1.2. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall

provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

## ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.5 Truth-In-Negotiation Representation. Consultant's compensation under this Agreement is based upon its representations to City, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.9 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Consultant certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement. The contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

## ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit City to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3 Consultant will meet the required CBE goal by utilizing the CBE firms listed in **Exhibit \_\_\_** (or a CBE firm substituted for a listed firm, if permitted) for **\_\_\_** percent (**\_\_\_**%) of total Services under this Agreement (the "Commitment").

**[USE FOLLOWING INSTEAD IF A SBE RESERVE PROJECT AND MODIFY REMAINDER OF ARTICLE 10 ACCORDINGLY]** The Parties acknowledge that this procurement has been reserved solely for performance by an SBE firm; therefore the SBE goal is one hundred percent (100%) of total Services under this Agreement (the "Commitment"). Consultant is an SBE firm and agrees that it will meet the Commitment by Consultant performing the Services without subcontracting, or by Consultant performing at least fifty percent (50%) of the Services and subcontracting the



remainder to SBE firms listed in Exhibit \_\_\_ (including as may be substituted or approved in accordance with this Agreement).

10.4 In performing the Services, Consultant shall utilize the CBE firms listed in Exhibit \_\_\_ for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by City, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit \_\_\_ and, upon request, shall provide copies of the contracts to the Contract Administrator and the Director of the Broward County Office of Economic and Small Business Development (“OESBD”).

10.5 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform City immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without OESBD’s prior written consent, which consent shall not be unreasonably withheld.

10.6 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to City arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay City liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by City, such liquidated damages amount shall be either credited against any amounts due from City, or must be paid to City within thirty (30) days after written demand. These liquidated damages shall be City’s sole contractual remedy for Consultant’s breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by City, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

10.7 Consultant acknowledges that OESBD may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify City in writing if Consultant concludes that the modification exceeds the authority under this

section. Failure of Consultant to timely notify City of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

10.8 OESBD may modify the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

10.9 Consultant shall provide written monthly reports to the Contract Administrator and to the Director of OESBD attesting to Consultant's compliance with the CBE goal stated in this article. In addition, Consultant shall allow City and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining Consultant's contractual and CBE obligations. The Contract Administrator or OESBD shall perform such review and monitoring.

10.10 The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude City or its representatives from inquiring into allegations of nonpayment or exercising any right stated in Section 5.7.

#### **ARTICLE 11. MISCELLANEOUS**

11.4 Public Records. To the extent Consultant is acting on behalf of City as stated in Section 119.0701, Florida Statutes, Consultant shall:

11.4.1 Keep and maintain public records required by City to perform the services under this Agreement;

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

11.4.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to City; and

11.4.4 Upon completion or termination of this Agreement, transfer to City, at no cost, all public records in possession of Consultant or keep and maintain public records required by City to perform the services. If Consultant transfers the records to City, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to City upon request in a format that is compatible with the information technology systems of City.

A request for public records regarding this Agreement must be made directly to City, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to City to enable City to respond to the public records request.

Any material submitted to City that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to City for records designated by Consultant as Trade Secret Materials, City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**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 (954) \_\_\_\_\_, @ \_\_\_\_\_, \_\_\_\_\_, FLORIDA 33301.**

11.5 Audit Rights and Retention of Records. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any City representative or Broward County representative (including any outside representative engaged by either). City or Broward County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by law). City or Broward County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor. Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and

related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Consultant or Subconsultants.

City and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. Consultant hereby grants City and Broward County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by City or Broward County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate work space. Consultant shall provide reasonable access to Consultant's facilities, and City and Broward County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Consultant shall, by written contract, require its Subconsultants to agree to the requirements and obligations of this section.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to City of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by City or Broward County, the reasonable actual cost of the audit shall be reimbursed to City or Broward County (as applicable) by Consultant in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of audit findings to Consultant.

11.8 Indemnification of City. Consultant shall indemnify and hold harmless City and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Attorney, any sums due Consultant under this Agreement may be retained by City until all of City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

11.14 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this Agreement.

## EXHIBIT A

City of Cooper City, Florida

RFQ 2020-1-UTL, Professional Service Providers (Architectural, Engineering, Surveying & Mapping)



CITY OF COOPER CITY, FLORIDA

# Request for Qualifications

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**PROFESSIONAL SERVICE PROVIDERS  
(ARCHITECTURAL, ENGINEERING, SURVEYING & MAPPING)**

**RFQ 2020-1-UTL**

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For information, contact the Purchasing Division:

Kerri Anne Fisher - Purchasing Agent

Tel: 954-434-4300 ext. #268

[Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org)

Release Date: Thursday, June 18, 2020

Due Date: Thursday, July 23, 2020



## **Addendum #1 – Questions & Answers**

(Issued Monday, June 29, 2020 )

### RFQ 2020-1-UTL, Professional Service Providers (CCNA)

*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

**Question #1** In regards to RFQ 2020-1-UTL, can you please confirm the number of copies the city is requesting? Page 2 states one (1) identified, unbound original, two (2) copies and one (1) electronic copy (CD or flash drive) while page 32 and 35 state ONE UNBOUND ORIGINAL copy (so marked) of a Technical Proposal, FOUR (4) COPIES and ONE (1) ELECTRONIC COPY (Flash drive or CD).

**Answer #1** Please submit one (1) original, four (4) copies and one (1) electronic copy.

---

**Question #2** Tab 1 – Letter of Interest is limited to two pages, however item E and F both request sections of the 330 Form which are longer than two pages. Would the City consider moving these items into Tab 2 where the full Standard Form 330 package could be in order and in one location (Part I, Sections A-H and Part II)?

**Answer #2** Please submit the 330 form after your company's the letter of interest.

---

**Question #3** Who are the firms that currently have the aforementioned contracts?

**Answer #3** AECOM  
C3TS (Stantec)  
Calvin Giordano  
CH2M Hill Contract  
Hazen & Sawyer

---

**Question #4** Which City staff will serve on the Evaluation/Selection Committee?

**Answer #4** City staff will not be part of the Evaluation Committee.

---

City of Cooper City, Florida  
RFQ 2020-1-UTL, Professional Service Providers (CCNA)  
Addendum #1, Questions & Answers

Question #5 Attachment K "Employee Background Verification Affidavit", is a criminal background check and drug test required for all employees?

Answer #5 All employees working on City projects.

---

Question #6 Page 2 of the Cooper City RFQ requests the consultant submit 1 unbound original, 2 copies, and one electronic copy of their Statement of Qualifications. On pages 32 and 35, the RFQ indicates that the consultant should submit 1 unbound original, 4 copies, and 1 electronic copy. Can you specify whether 2 hard copies or 4 hard copies should be submitted?

Answer #6 Refer to Answer #1.

---

Question #7 Will staff from the other Cities be on the Evaluation Committee?

Answer #7 Refer to Answer #4.

---

Question #8 Also, could we submit for specific professional services categories only, i.e. General Civil and Environmental Engineering Services, Land Surveying and Landscape Architecture and not of all the listed categories in the RFQ?

Answer #8 Firms may submit responses to qualify for one, multiple or all of the professional service disciplines requested in this RFQ.

---

Question #9 Can you please clarify that the Letter of Interest is only to be two (2) pages and that the page count includes the recent, current and projected workload?

Answer #9 Yes.

---

Question #10 On page 2 of the RFQ, it asks for two (2) copies of the proposal. On page 32, it asks for four (4) copies. Can you please clarify how many copies we need to provide?

Answer #10 Refer to Answer #1.

---

Question #11 Tab 2 – Standard Form 330 (Parts I and II), it asked that we provide five references within the State of Florida, for each discipline, from the last five years. Can we use the same reference, municipality, and/or projects for multiple disciplines?

Answer #11 Yes.

---

City of Cooper City, Florida  
RFQ 2020-1-UTL, Professional Service Providers (CCNA)  
Addendum #1, Questions & Answers

**Acknowledgment of Addendum #1**

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

<i>Acknowledged by:</i> _____	<i>Company:</i> _____
<i>Print Name:</i> _____	<i>Date:</i> _____





**Addendum #2 – Questions & Answers**  
(Issued Thursday, July 9, 2020)

**RFQ 2020-1-UTL, Professional Service Providers (CCNA)**

*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

- Question #1      Is intent to award contracts for each of the professional services listed on page 3 of the RFQ.
- Answer #1      No, the City does not expect to award contracts for each of the ten professional services listed on Page 3 of the RFQ. The City expects to award one or more contracts to professional service providers such that all of the professional services will be available to the City. Professional service providers may be able to provide services in multiple disciplines.
- 
- Question #2      Mechanical engineering (HVAC, Plumbing, Fire Protection) is not listed on page 3 of the RFQ. Does the city anticipate a need for these services in the RFQ.
- Answer #2      The City may have a need for mechanical engineering in the future. Please include your firm's mechanical engineering capabilities, if any, in your statement of qualifications.
- 
- Question #3      Does the city anticipate the need for Energy Management in this RFQ.
- Answer #3      No.
- 
- Question #4      Are future projects awarded automatically if we were to be awarded this RFQ?
- Answer #4      No, projects over certain cost thresholds require the approval of the City Manager or the City Commission.
- 
- Question #5      Is there any estimated costs we would have to submit as an architectural firm? Any bid amount we need to submit?
- Answer #5      No.
-

Question #6 On page 18, section 4.5.2 the text references a bond. Is a bond required to submit as an architectural firm? If awarded would we need to provide bond information as an architectural firm?

Answer #6 No, Section 4.5.2 refers to a bid bond and states that a bid bond is not required to respond to this RFQ.

---

Question #7 There are categories such as surveying, geotechnical, etc. which may be required as subcontracted services for categories like General Civil and Environmental Engineering Services. Is it the City's intent to have those services always contracted out separately by the City, or if a project under the General Civil (or other) category has this as a necessary service under a task order, does the Prime include those services? As such, should the responder include separate surveying and geotechnical firms on our team?

Answer #7 Section 5 of the RFQ identifies services and engineering disciplines that the City may require during the term of the continuous contract(s). The City does not expect to contract out for each individual service or discipline. General Civil and Environmental engineering firms would likely rank higher if they had the capability to provide surveying and geotechnical services, whether in-house or sub-contracted.

---

Question #8 General Civil and Environmental Engineering Services Listed on RFQ Page 26 of 51 is very broad and includes services like Roadway improvements. 1) Why would Roadway not be included solely under the Roadway and Traffic Engineering Services category, and 2) there is concern that qualifications and scoring would be watered down in the General Civil category as General Utility and Roadway improvements are apples and oranges in civil engineering. Please clarify.

Answer #8 Section 5 of the RFQ identifies services and engineering disciplines that the City may require during the term of the continuous contract(s). The City does not expect to contract out for each individual service or discipline. Responders should identify all of the services they are qualified to provide, including the qualifications of any sub-consultants or sub-contractors, on their team.

---

Question #9 Pump stations are included in both General Civil and Electrical Engineering Services. Yet it is logical that electrical engineering would be a discipline within the Civil (General Utility) with regards to pump stations. There are other crossover descriptions among the categories. Please clarify as to the intent.

Answer #9 Please see the response to Question #8.

---

Question #10 If we include a subconsultant on our team, do we need to include their Standard Form 330 in our submittal? Do we need to include their professional registration certificate?

Answer #10 Yes.

---

Question #11 Tab 1 of our submittal is a 2-page Letter of Interest that describes items a. through h. Are we able to include additional pages in Tab 1 behind the letter to support our summary presented in the letter and to describe our abilities and experience in more depth?

Answer #11 Yes.

---

**Acknowledgment of Addendum #2**

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

<i>Acknowledged by:</i> _____	<i>Company:</i> _____
<i>Print Name:</i> _____	<i>Date:</i> _____



### Addendum #3 – Questions & Answers

(Issued Friday, July 10, 2020 )

RFQ 2020-1-UTL, Professional Service Providers (CCNA)
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*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

Question #1      Please confirm the amount of copies required. The RFP says four (4) copies on page 32 and two (2) copies on page 2.

Answer #1      Please submit one (1) original, four (4) "UNBOUND" copies and one (1) electronic copy.

Question #2      Is Attachment B to be used for client references or is the form for business references? If Attachment B is for client references, are we allowed to replicate the form (in word or other) to generate the 5 references per discipline?

Answer #2      **ELIMINATE ATTACHMENT B.** List references in the SF 330.

Question #3      The SF 330 has client contact information included. Are these to be used for the intended references for each discipline?

Answer #3      Yes.

Question #4      Please consider extending the 5 years for project references to 10 years on the SF 330.

Answer #4      10 years experience its okay.

Question #5      Is there a page limit to the SF330?

Answer #5      No.

Question #6      Are you limiting to 5 references per discipline in Section F of the 330?

Answer #6 Yes, please only provide 5 of your most recent references.

---

Question #7 Please confirm whether only one submittal for multiple disciplines is required or do you envision separate submittals for each discipline?

Answer #7 Please provide one submittal for multiple disciplines.

---

Question #8 Please confirm under 5.2.9 Hydro-geological Services whether field hydrogeology, production wells and deep injection wells are included in the discipline.

Answer #8 Confirmed.

---

Question #9 Do we need to include survey and geotechnical services as subconsultants, or will the City use services from a provider from those disciplines under this solicitation?

Answer #9 The City does not expect to enter into separate contracts with survey and geotechnical service providers. As such, it would likely be beneficial for responders to include firms that provide these services as part of their team.

---

Question #10 We understand you have requested not to use Cooper City Staff as a reference however, can we present/provide our work with the City in our SF330 section f. projects?

Answer #10 Yes, Cooper City projects may be listed on SF330.

---

Question #11 As part of the process, we were hoping to gather some insight on the prior iteration of this contract - specifically, the name(s) of the architectural firm(s) that were attached to it and the specific projects that were tasked

Answer #11 The City did not enter into a continuous contract(s) with any architectural-specific firm(s) but architectural services were provided by AECOM, Stantec, and Calvin Giordano & Associates under our current continuous contracts.

---

Question #12 Do the firms with current contracts include architectural services? If not who are the current/previous architectural firms?

Answer #12 Refer to Answer #11

---

Question #13 With the ongoing uncertainty of COVID would you accept only electronic submittals?

Answer #13 Unfortunately no.

---

Question #14 Tab 2 – Standard Form 330 (Parts I and II), it asked that we provide five references within the State of Florida, for each discipline, from the last five years. Can you provide clarification, such as what specific part of the SF 330 this applies to, is it for SF 330 Section E or SF 330 Section F? Also, is there a limit on how many projects we can include in the SF 330 Section F?

Answer #14 This requirement applies to Section F of Standard for 330. There is no limit to the number of projects you can include in this section.

---

Question #15 At the top of Page 28 on the RFQ, it states firm submitting must be pre-qualified in all of the FDOT services listed. Is it acceptable to meet the pre-qual criteria as a team by having a sub submit quals on ones we may not have?

Answer #15 Yes, that is acceptable.

---

Question #16 Will the City permit a front cover, back cover and tab covers as part of the proposal package?

Answer #16 Yes.

---

Question #17 The City has requested one (1) unbound original proposal submission, but regarding the four (4) copies, does the City have a preference or can they be bound?

Answer #17 Please see Answer #1.

---

Question #18 The TAB #2 – SF330 Part I & II – Is there any maximum number of projects we are allowed to include under SF330 Section F? How city anticipates to differentiate example projects, if we are submitting for multiple services?

Answer #18 There is no maximum number of projects that may be submitted under SF330 Section F. The proposer may want to identify which projects apply to a particular service if they are submitting for multiple services.

---

Question #19 Can respondents list City of Cooper City projects as examples of similar projects?

Answer #19 Yes.

---

Question #20 Is there a limit as to the number of prime firms a subconsultant can participate with?

Answer #20 No.

---

Question #21 Could you clarify if the prime firm needs to have all the listed FDOT certifications in page 28 or can they be complimented by subconsultants?

Answer #21 Refer to Answer #15.

---

Question #22 Should we provide a separate SF330 for each categories of which we are submitting?

Answer #22 Not necessarily, but the proposer may want to identify the categories for which they are qualified and wish to be considered.

Question #23 I know that the number of copies/usb was addressed in Addendum No. 1 – but it did not state if you want one “unbound” copy or not.

Answer #23 Unbound.

---

Question #24 When submitting an SF330 form, typically we are limited to 10 projects for Section F - Example Projects Which Best Illustrate Proposed Team’s Qualifications for This Contract. If our submittal to RFQ 2020-1-UTL includes responses for multiple disciplines, are we limited to 10 projects total? Or, can we include 10 projects for each discipline in our submittal?

Answer #24 The City has not set a limit to the number of example projects submitted under Section F.

---

**Acknowledgment of Addendum #3**

*Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.*

*Acknowledged by:* \_\_\_\_\_  
*Print Name:* \_\_\_\_\_

*Company:* \_\_\_\_\_  
*Date:* \_\_\_\_\_



**Addendum #4 – NOTICE OF DELAY**

(Issued Thursday, July 16, 2020)

RFQ 2020-1-UTL, Professional Service Providers (CCNA)

*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

The due date has changed to **Thursday, August 6, 2020 at 4:00PM EST** from Thursday, July 23, 2020.

Item	Date
Release RFQ	Thursday, June 18, 2020
Last Date for Receipt of Questions of a Material Nature	<del>Thursday, July 16, 2020</del> Thursday, July 30, 2020
<b>SUBMITTALS DUE (Prior to 4:00PM EST)</b>	<del>Thursday, July 23, 2020</del> <b>Thursday, August 6, 2020</b>
Evaluation Committee Review and Short-listing of Proposals	<del>Week of August 3, 2020</del> Week of August 24, 2020
Oral Interviews with Finalists and Ranking of Firms	<del>Week of August 10, 2020</del> Week of August 31, 2020
Recommendation of Award issued to City Commission	<del>Tuesday, August 25, 2020</del> Tuesday, September 8, 2020
Anticipated Award of Contract by City Commission	<del>Tuesday, September 8, 2020</del> Tuesday, September 22, 2020



**Acknowledgment of Addendum #4**

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

*Acknowledged by:* \_\_\_\_\_

*Company:* \_\_\_\_\_

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

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



## **Addendum #5 – Questions & Answers**

(Issued Friday, July 31, 2020)

### RFQ 2020-1-UTL, Professional Service Providers (CCNA)

*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

Question #1 Do the subconsultant(s) have to provide a fully completed SF330 Part I and II?

Answer #1 No.

Question #2 If a firm submitting for 5.2.10 Roadway and Traffic Engineering Services must hold all FDOT certifications listed or can a subconsultant be used to satisfy the requirement?

Answer #2 Yes, a sub consultant can be used to satisfy the requirement.

Question #3 The Employee Background Verification Form requires that we certify for background checks and drug testing in the past tense. While our company has a robust program for background checks and drug testing, it doesn't necessarily include every single employee that could be assigned to this contract. Would it be possible to change the language on this form to reflect future tense with language stating "that all personnel used in the performance of this work will have a criminal background check with a passing grade and will be drug tested with a passing grade and are legally documented to work in the United States." Otherwise, it seems that many firms would have trouble meeting this standard to already have all employees tested/checked.

Answer #3 The affidavit is required at the time of the bid submittal. Once the Contractor bid is submitted, the contractor is affirming that it qualifies to bid on the agreement as all personnel used to fulfill the requirements of the agreement meets the City's background check and drug screening requirements. How the contractor complies is up to them, but failure to comply may result in disqualification from consideration.

Question #4 In reference to "Attachment K - Employee Background Verification Affidavit", is it required to conduct criminal background checks on employees prior to being selected and awarded the contract? This could be quite costly to run background checks on employees of our firm and any sub-consultants on the team. Please advise.

Answer #4 Please see Answer #3.

City of Cooper City, Florida  
RFQ 2020-1-UTL, Professional Service Providers (CCNA)  
Addendum #5, Questions & Answers

Question #5 We plan to provide additional information about our firm and our qualifications in the submittal that cannot be accommodated within the 2-page Letter of Interest and that does not fit within the context of Tabs 1-3. Should this information on our firm be inserted in Tab 4 – Other Required Documents Defined in this RFQ – or should we include it in the SF 330 Section H Additional Information section in Tab 2?

Answer #5 SF 330 Section H Additional Information section in Tab 2.

---

Question #6 Will the City be selecting 3 firms per category or 3 firms overall?

Answer #6 The City may award to more than three firms if necessary to cover the disciplined specified.

---

Question #7 Regarding Attachment H (REQUEST FOR PROOF OF WORKERS' COMPENSATION INSURANCE OR EXEMPTION), will the City provide a form to be filled to prove coverage or will the Firm's Certificate of Insurance with workers' compensation insurance coverage limits suffice as evidence of coverage and should it be attached to Attachment H in the submittal package?

Answer #7 No, the City will not provide forms. The certificate of insurance is sufficient.

---

Question #8 Can the City confirm whether or not Bid Form – Attachment A requires a signature, and if so, on what page should it be on? There is no signature or date line included on the provided form.

Answer #8 No signature necessary, please provide all required information.

---

Question #9 Is the City open to negotiating the language as presented in the sample agreement, or is the language in the agreement absolute and non-negotiable?

Answer #9 The language on the agreement has already been approved by the City attorney and is non-negotiable.

---

Question #10 Is the selected firm required to hold auto liability insurance for 2. Hired Autos and 3. Non-Owned Autos if it is not applicable to the services provided?

Answer #10 Yes.

---

Question #11 Is the selected firm required to hold environmental/pollution liability insurance if it is not applicable to the services provided?

Answer #11 Not required.

---

Question #12 In reference to "Attachment K - Employee Background Verification Affidavit", is it required to conduct criminal background checks on employees prior to being selected and awarded the contract?

Answer #12 Refer to Answer #4

---

Question #13 Will scanned copies of all documents requiring signatures/notary be accepted as "original" documents?

Answer #13 Only original documents need original signatures and notary stamps. Copies do not need to have original signatures or notary stamps.

---

Question #14 When submitting an SF330 form, typically we are limited to 10 projects for Section F - Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract. If our submittal to RFQ 2020-1-UTL includes responses for multiple disciplines, are we limited to 10 projects total? Or, can we include 10 projects for each discipline in our submittal?

Answer #15 We are not limiting the number of projects submitted under SF330 Section F.

---

**Acknowledgment of Addendum #5**

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

Acknowledged by: \_\_\_\_\_

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

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

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

**CITY OF COOPER CITY  
NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** that the City of Cooper City, Florida is seeking qualification statements from professional service providers/consultants for the purpose of establishing continuous contracts with one or more firms that the City can use on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. – Florida Statute 287.055). Services may include, however are not limited to, specifications, designs/plans, design criteria packages, etc.

**PROFESSIONAL SERVICE PROVIDERS (ARCHITECTURAL, ENGINEERING, SURVEYING & MAPPING)  
RFQ 2020-1-UTL**

The detailed Request for Qualifications (RFQ) shall be obtained online at [www.DemandStar.com](http://www.DemandStar.com).

Submittals must be received in the City Clerk's Office located in City Hall, 9090 Southwest 50<sup>th</sup> Place, Cooper City, Florida 33328 no later than 3:00PM (EST), Thursday, July 23, 2020. The outside of the envelope or box containing one (1) identified, unbound original, two (2) copies and one (1) electronic copy (CD or flash drive) of your bid must be clearly marked "**RFQ 2020-1-UTL, PROFESSIONAL SERVICE PROVIDERS (ARCHITECTURAL, ENGINEERING, SURVEYING & MAPPING)**".

Questions and requests for information relative to this RFQ shall be directed to the Purchasing Division. Please email questions to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org).

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all submittals and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Request for Qualifications between a potential vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager and staff, any member of the City's selection or evaluation committee. For further information about the Cone of Silence, please contact the City's Attorney.

CITY OF COOPER CITY  
Jenna Montoya, Asst. City Clerk

---

Please publish one (1) time on:

Thursday, June 18, 2020

Please send invoice and proof of publication to:

Jenna Montoya, Asst. City Clerk  
City of Cooper City  
PO Box 290910  
Cooper City, FL 33329-0910  
[JMontoya@CooperCityFL.org](mailto:JMontoya@CooperCityFL.org)

## SECTION I – INTRODUCTION AND INFORMATION

This solicitation may include the words "bid", "proposal", "offer" or "submittal". These words are used interchangeably in reference to all offers submitted in response to Requests for Quotes, Requests for Qualifications, Requests for Proposals and Invitations to Bid.

### 1.1 PURPOSE

The City of Cooper City (the "City") is seeking qualification statements from professional service providers/consultants for the purpose of establishing continuous contracts with one or more firms that the City can use on an as-needed basis, in accordance with the terms, conditions and specifications contained in this solicitation and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. – Florida Statute 287.055). Services may include, however are not limited to, specifications, designs/plans, and design criteria packages.

Professional Services shall include:

- General Civil and Environmental Engineering Services
- Electrical Engineering Services
- Geotechnical Services
- Structural Engineering Services
- Land Surveying Services
- General Architectural Services
- Landscape Architecture Services
- Hydro-Geological Services
- Roadway and Traffic Engineering Services
- Treatment Plant Process Engineering Services

The City anticipates entering into continuous contracts with one or more Professional Service Providers to be used on an as-needed basis. Typical projects may small and/or large projects, and include, but not be limited to, utility matters (Water/Sewer/Drainage), building additions and/or renovations, stand-alone restroom facilities at park sites, roadway type construction and modifications, and other vertical construction needs.

Firms may submit responses to qualify for one, multiple or all of the professional service disciplines requested in this RFQ. In addition, firms may submit responses that include sub-consultants in their proposed teams. The sub-consultants shall be identified in the firm's response; however, in the event the City includes the firm in their response, and the firm decides to utilize a different sub-consultant, the firm must disclose this information to the City's authorized representative. The City's representative must approve the utilization of any newly requested sub-consultant. Firms are permitted to submit responses as a Prime and may also be listed as a sub-consultant on another firm's proposal.

No minimum amount of professional services or compensation will be assured to the firm or firms that are awarded and the City shall preserve its option to retain other architectural, engineering and professional service firms or to perform work "in-house" for any particular project or assignment at its sole discretion.

### 1.2 DUE DATE & SUBMITTALS

**1.2.1** All submittals are due no later than 3:00PM (EST), Thursday, July 23, 2020, to the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Submittals shall be opened and publicly read in the Commission Chambers, on the date and at the time specified. All submittals received after that time will not be accepted and shall be returned to the Proposer.

**1.2.2** All pertinent documents must be returned in order for your submittal to be considered. All submittals are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Bid Form.

**1.2.3** The completed, signed submittal must be delivered in a **SEALED ENVELOPE** clearly marked with the solicitation name and number. Submittals mistakenly opened by City staff, due to failure of the respondent to correctly identify the package, will be rejected. Telephonic, facsimile and email submittals will not be accepted.

**1.2.4** Submittals received after the closing time and date, for any reason whatsoever, shall not be considered. Any disputes regarding timely receipt of submittals shall be decided in the favor of the City.

**1.2.5** The City encourages the issuance of early submittals. Late submittals shall be rejected.

### **1.3 PRE-BID MEETING - NONE**

### **1.4 ELIGIBILITY AND COMPETENCY OF PROPOSERS**

To be eligible for award of a contract in response to this solicitation, the Proposer must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

### **1.5 CONTRACT TERM**

The City intends to award a continuing contract to one or more firms. The initial term of the agreement will be for three (3) years. The Agreement may be renewed for two (2) additional two (2) year terms upon mutual consent, evidenced by a written Amendment to the Agreement extending the term thereof.

### **1.6 SUPPLY/DELIVERY LOCATION**

All work will be performed within the City of Cooper City.

### **1.7 PRICE – N/A**

### **1.8 PRICE ADJUSTMENTS – N/A**

### **1.9 METHOD OF AWARD**

**1.9.1** See Section VI - Consideration for Award/Award Procedures.

**1.9.3** The City reserves the right to reject all submittals or any portion of any submittal the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Proposer. All awards made as a result of this submittal shall conform to applicable Florida Statutes and the City Code.

**1.9.5** The City shall award a contract to a Proposer through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

**1.9.6** The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Proposer's Proposal, the Contract referenced and the task orders are collectively an integral part of the contract between the City and the successful Proposer.

**1.9.7** While the City Commission may determine to award a contract to a Proposer(s) under this Solicitation, said award may be conditional on the subsequent submission of other requested documents. The Proposer shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the City. If the Proposer is in default, the City, through the Purchasing Agent, will void its acceptance of the Proposer's offer and may determine to accept offers from other responsive, responsible Proposers, or re-solicit for the service. The City may, at its sole option, seek monetary restitution from the Proposer as a result of damages or excess costs sustained and/or may prohibit the Proposer from submitting future responses for a period of one year.

**1.9.8** In order to provide City departments with continual service while a new contract is being solicited, evaluated and/or awarded, the City reserves the right to automatically extend the contract for a maximum period not to exceed one hundred and eighty (180) calendar days, if this right is exercised, the City shall notify the Proposer, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to a Proposal, the Proposer hereby acknowledges and agrees to this right of the City.

**1.10 INVOICES/PAYMENT**

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

In accordance with Florida Statute 255.078, for contracts for construction services, Cooper City will withhold 10% retainage on each progress payment until all work is 50% complete. Once 50% complete, the rate of retainage shall be reduced to 5%. Retainage is calculated on the total contract cost which includes any change orders pre-approved by the City.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. **BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.**

Invoices shall be emailed MONTHLY to Accounting@CooperCityFL.org, or sent via US Mail to City of Cooper City, P.O. Box 290910, Cooper City, FL 33329-0910. All invoices must reference the applicable Work Authorization and/or Bid number.

**1.11 INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via telephone at (954) 434-4300 x #268 or email Purchasing@CooperCityFL.org. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

**1.12 WRITTEN CONTRACT**

The awarded Respondent shall be required to enter into a written Contract with the City. The Contract form shall be prepared by the City, and shall incorporate the terms of this solicitation, the accepted submittal, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the City and acceptable by the City Commissioners. The Contract shall be substantially in the form attached to this solicitation. No work shall be performed or payment due unless a written Contract is fully executed and has been approved by the City Commissioners.

**[END OF SECTION]**





**SECTION II – SOLICITATION SCHEDULE**

<b>Item</b>	<b>Date</b>
Release RFQ	Thursday, June 18, 2020
Last Date for Receipt of Questions of a Material Nature	Thursday, July 16, 2020
<b>SUBMITTALS DUE (Prior to 3:00PM EST)</b>	<b>Thursday, July 23, 2020</b>
Evaluation Committee Review and Short-listing of Proposals	Week of August 3, 2020
Oral Interviews with Finalists and Ranking of Firms	Week of August 10, 2020
Recommendation of Award issued to City Commission	Tuesday, August 25, 2020
Anticipated Award of Contract by City Commission	Tuesday, September 8, 2020

**[END OF SECTION]**

## SECTION III - GENERAL CONDITIONS

*These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department - Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisements.*

### 3.0 SPECIAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

### 3.1 BID TABULATIONS

Proposers desiring a copy of the bid tabulation may obtain one online at [www.DemandStar.com](http://www.DemandStar.com).

### 3.2 NO BID

If not submitting a bid, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. NOTE: In order to qualify as a respondent, a Proposer shall submit a "no bid" and same shall be received no later than the stated bid opening date and hour.

### 3.3 BILLING INSTRUCTIONS

Invoices, unless otherwise indicated, shall show any applicable purchase order number, Work Authorization, and respective Bid number and shall be submitted to the Accounts Payable division of Finance located at P.O. Box 290910, Cooper City, FL 33329-0910, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to [Accounting@CooperCityFL.org](mailto:Accounting@CooperCityFL.org).

### 3.4 TAXES

The City is exempt from Federal Excise and State taxes. The applicable tax exemption number shall be printed on the Work Authorization, Purchase Order, or other authorizing City Document.

### 3.5 EQUIVALENTS

If Proposer offers makes of equipment or brands of supplies other than those specified in the Request for Qualifications, they shall so indicate on their bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Proposers shall formally substantiate and verify that product(s) offered conform with or exceed the minimum quality standards listed in the specifications.

Proposer shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. OTHER THAN SPECIFIED ITEMS OFFERED REQUIRES COMPLETE DESCRIPTIVE TECHNICAL LITERATURE MARKED TO INDICATE DETAIL(S) CONFORMANCE WITH SPECIFICATIONS AND SHALL BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the bid shall be considered as a bid in complete compliance with the specifications as listed on the attached form.

### 3.6 MISTAKES

Proposers are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Proposer's risk. In the case of a discrepancy in computing the total amount of the bid, the UNIT PRICE quoted shall govern.

### 3.7 CONDITIONS AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this bid shall be latest and most current production model at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

### **3.8 QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid shall be new, the latest model, of the best quality, and highest grade workmanship.

### **3.9 CANCELLATION**

In the event that any of the provisions of this bid are violated by the contractor, the Purchasing Agent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party and may provide for additional rights and remedies pursuant to Section 3.38/3.39. The City Commission may delegate this authority to the City Manager.

### **3.10 PROTESTS, APPEALS AND DISPUTES**

Protests shall be submitted in writing to the Purchasing Agent no later than five (5) working days prior to scheduled award by the City. Should the matter not be resolved to the satisfaction of the Proposer, the appeal shall be heard by the City Commission. The Purchasing Agent shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid or award challenge shall be assumed by the challenger. The decision of the City Commission shall be final and conclusive. The City Commission's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

### **3.11 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT**

If the Proposer is awarded a contract under this bid solicitation, the prices quoted by the Proposer on the Bid Form shall remain fixed and firm during the term of the contract; provided however, that the Proposer may offer incentive discounts from the fixed price to the City at any time during the contractual term. Price adjustments may be allowed on multi-year term contracts (See Section 1.7 for details).

### **3.12 COMPLETE PROJECT REQUIRED**

Contractor shall complete the work outlined in the Scope of Work as well as any future Work Authorizations. Completed work shall meet all specifications identified therein. Failure to list any item or classes under the Scope of Work shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary for the satisfactory completion of the project

### **3.13 PRICES QUOTED**

Proposer shall deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices shall be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices shall be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, shall be in accordance with terms and conditions stated herein. Each item shall be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).

### **3.14 UNDERWRITERS' LABORATORIES (the "UL")**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

### **3.15 NON-CONFORMANCE TO CONTRACT CONDITIONS**

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or Purchase order or Work Authorization may be purchased on the open market with any increase in cost charged to the Proposer. Any violation of these stipulations may also result in:

- a. Vendor's name being removed from the vendor list;
- b. All City Departments being advised not to do business with vendor.

### **3.16 DISPUTES**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

### **3.17 LEGAL REQUIREMENTS**

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

### **3.18 PATENTS AND ROYALTIES**

The Proposer, without exception, shall indemnify and hold harmless the City of Cooper City, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Cooper City, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

### **3.19 OSHA**

The Proposer warrants that the product supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

### **3.20 ANTI-DISCRIMINATION**

The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

### **3.21 DEFAULT**

In the event of default on a contract, the contractor shall pay all attorneys' fees and court costs incurred by City in collecting any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid.

### **3.22 SUBSTITUTIONS**

The City SHALL NOT accept substitute shipments of any kind. Proposer(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments shall be returned at the Proposer's expense.

### **3.23 BIDDER'S FACILITIES**

The City reserves the right to conduct site visits to contractor's business location(s) at any time with prior notice and/or may request that contractor participate in live presentations. The selection of a contractor may be based wholly or in part upon the results of site visits or live presentations.

### **3.24 DISCLAIMER**

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Submittals; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Submittals that are not received on time and/or do not conform to the City's requirements shall not be considered. After all submittals are analyzed, organizations submitting responses that appear, solely in the opinion of the City, to be the most competitive, shall be submitted to the City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the bid, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this bid constitutes only an invitation to make presentations to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City shall have no liability to any contractor for any costs or expense, incurred in connection with this bid or otherwise.

### **3.25 EVIDENCE**

The submission of a Bid shall be prima facie evidence that the contractor is familiar with and agrees to comply with the contents of this Bid.

### **3.26 DEMONSTRATION OF COMPETENCY**

**3.26.1** Pre-award inspection of the Proposer's facility may be made prior to the award of contract. Submittals shall only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Proposers shall be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.

**3.26.2** The City shall consider any available evidence regarding the financial and technical qualifications and abilities of a Proposer as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.

**3.26.3** The City may require Proposers to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Proposer's Bid may render the Bid non-responsive.

**3.26.4** The City may, during the term of the Contract between the City and the contractor is in force, review the contractor's record of performance to insure that the Proposer is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the contractor's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the contractor no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section.

### **3.27 ASSIGNMENT**

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the City.

### **3.28 INDEMNIFICATION**

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

### **3.29 NON-EXCLUSIVE**

The City retains the right to procure services from other providers.

### **3.30 SUNSHINE LAW**

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Proposer acknowledges that the materials submitted with the Bid and the results of the City evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

### **3.31 FORCE MAJEURE**

The performance of any act by the City or contractor hereunder may be delayed or suspended at any time where either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party. However, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement resulting from the Bid.

### **3.32 COLLUSION**

By offering a submission pursuant to this Request for Qualifications, the Proposer certifies the Proposer has not divulged, discussed, or compared their Bid with other Proposers and has not colluded with any other Proposer or parties to this Bid

whatsoever. The Proposer certifies, and in the case of a joint bid, each party thereto certifies, as to their own organization, that in connection with this Bid:

**3.32.1** Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor.

**3.32.2** Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the scheduled opening, directly or indirectly to any other Proposer or to any competitor.

**3.32.3** No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

**3.32.4** The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

**3.32.5** No person or agency has been employed or retained to solicit or secure the award of the bid upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Proposer.

### **3.33 CONE OF SILENCE**

- A. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Qualifications between:
- i. a potential vendor, service provider, Proposer, lobbyist, or consultant, and;
  - ii. the City Commissioners, City's professional staff including, but not limited to, the City Manager and staff, any member of the City's selection or evaluation committee.
- B. Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.
- C. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- i. Oral communications at pre-solicitation meetings;
  - ii. Oral presentations before selection or evaluation committees;
  - iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
  - iv. Communications regarding a particular solicitation between potential vendor, service provider, Proposer, lobbyist or consultant and the City's Purchasing Division or City employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
- D. Penalties: Violation of this section by a particular Proposer shall render any award to said Proposer potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a

City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

E. Clarification: Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

### **3.34 ELIGIBILITY**

All agents, employees and subcontractors of the Proposer retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility.

### **3.35 TIE BIDS/PREFERENCE**

Whenever two or more Submittals which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

**3.35.1** Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

**3.35.2** Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

**3.35.3** Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

**3.35.4** In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

**3.35.5** Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community, by any employee who is so convicted.

**3.35.6** Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

### **3.36 SPOT MARKET PRICING: N/A**

### **3.37 PROPERTY**

Property owned by the City is the responsibility of the City. Such property furnished to a contractor for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the contractor shall be the responsibility of the contractor. Damages occurring to such property while in route to the City shall be the responsibility of the contractor. In the event that such property is destroyed or declared a total loss, the contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

### **3.38 TERMINATION FOR DEFAULT**

If contractor defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the contractor was not in default or (2) the contractor's failure to perform is without their subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City under Section 3.39.



**3.39 TERMINATION FOR CONVENIENCE**

The City Manager may terminate the Contract, in whole or in part, upon 30-days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

**3.40 CONFIDENTIALITY**

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

**3.41 GOVERNING LAW AND VENUE**

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Broward County, Florida.

**3.42 NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Bid or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and contractor, or to create any other similar relationship between the parties.

**3.43 AUDITS**

The City shall have access to all books, records, and documents of the contractor which directly relate to the work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the contractor or at some location mutually agreed upon by the City and the contractor.

**3.44 PUBLIC RECORDS:**

- A. Contractor agrees to keep and maintain public records in contractor's possession or control in connection with contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- B. Upon request from the City custodian of public records, contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the contractor shall be delivered by the contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. Any compensation due to contractor shall be withheld until all records are received as provided herein.
- F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

**In accordance with Section 119.0701(1)(a), Florida Statutes, 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 CUSTODIAN OF PUBLIC RECORDS:**

KATHRYN SIMS, CITY CLERK/ASST. CITY MANAGER  
CITY OF COOPER CITY  
9090 SW 50 PLACE  
COOPER CITY, FL 33328  
954-434-4300 x #291  
KSIMS@COOPERCITYFL.ORG

**[END OF SECTION]**

## SECTION IV – SPECIAL CONDITIONS

### 4.1 GENERAL CONDITIONS

The General Conditions shown above (Section III) are modified as follows.

### 4.2 TIME OF COMPLETION

Upon issuance of each work authorization by the City, the work performed under this Contract shall be commenced upon and completed within the time allotted in the work authorization.

### 4.3 INSURANCE

Where contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the contractor or any person the contractor has designated in the completion of the contract as a result of their bid.

Contractors shall furnish insurance certificates indicating satisfactory insurance coverage at its sole cost and expense, maintain in full force and effect during the term of the agreement, policies of insurance of the type and in the minimum amounts stated below. Such policy close(s) shall be issued by an insurer of recognized responsibility and rated no less than "A" by the A.M. Best Company or similar insurance rating firm. Such policy close(s) shall contain appropriate cross liability clauses, be primary without right of contribution, and shall provide that the City shall be given 30 days' advance written notice in the event of cancellation, termination or modification which materially restricts the coverage thereof.

Prior to the execution of this agreement, contractor shall provide the City with a certificate of insurance and a copy of the policy endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Proposer.

**4.3.1 Comprehensive General Liability Insurance** including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000 (mostly for construction or equipment sold to the CITY)

**Proposer must provide a copy of the Declaration of Coverage Page containing the policy forms and any exclusions of General Liability.**

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

**The City of Cooper City must be shown as an additional insured with respect to this coverage.** City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

**4.3.2 Workers' Compensation and Employers Liability Insurance** covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the

CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A - Statutory
2. Employers Liability: Coverage B - \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

**4.3.3 AUTO LIABILITY INSURANCE** covering all owned, leased, hired, non-owned and employee non-owned vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

**4.3.4 PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE**, with a limit of liability, no less than \$5,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects)

**4.3.5 ENVIRONMENTAL/POLLUTION LIABILITY** shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. City of Cooper City must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

**4.3.6 SEXUAL ABUSE** may not be excluded from any policy for Agreements involving any interaction with minors or seniors.

#### **4.3.7 REQUIRED INSURANCE ENDORSEMENTS**

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTORS' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR 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 is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR 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 Contract.

#### **4.4 PERMITS, FEES AND NOTICES**

4.4.1 The City shall pay ONLY CITY OF COOPER CITY'S PERMIT FEES required to complete the project; however, the Successful Proposer shall secure and be responsible for obtaining any and all permits and licenses necessary for the proper execution and completion of the work. The Successful Proposer shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the purchasing division and using department without delay.

4.4.2 The Successful bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the Successful Proposer's compliance with any laws or regulations.

4.4.3 The Successful bidder shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the City of Cooper City Building Department, and be displayed on the job site prior to the first inspection.

#### **4.5 BONDS**

Bonds are NOT required to respond to this request for qualifications, however, after award of this solicitation, successful Proposers may be required by the scope of a specific Project/Task Authorization to submit performance and/or payment bonds. Offeror shall provide certificates of insurance in the manner, form and amount(s) specified herein.

##### **4.5.1 PUBLIC/PERFORMANCE BOND - NOT REQUIRED TO RESPOND TO THIS RFQ.**

All Work Authorizations that exceed \$100,000 will require, upon award, a 100% Performance Bond. Three methods of bonds are acceptable:

- 1) A Surety Bond written by a surety company authorized to do business in the State of Florida. Surety bonds shall comply with Section 287.0935; Florida Statutes;
- 2) An Irrevocable Letter of Credit (ILC) issued by a bank located in Broward County. The ILC shall be in the total amount of the contract and shall clearly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, must give written notice to the bank, with a copy to the successful Proposer.
- 3) A Cashier's Check made payable to the City of Cooper City. Cashier's Check will be deposited into an escrow account for the term of the project and refunded to contractor only upon satisfactory completion of each task order.

#### **4.5.2 BID BOND - NOT REQUIRED TO RESPOND TO THIS RFQ.**

Submittals **MUST** be accompanied by a Bid security made payable to the City in an amount equal to five percent (5%) of the Proposer's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond issued by an authorized surety.

The Bid security of the Successful Proposer will be retained until such Proposer has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Proposer fails to execute and deliver the Contract Documents and furnish the required security within 15 days of the issuance of the Notice of Award, the City may consider Proposer to be in default, annul the Notice of Award, and the Bid security of that Proposer shall be forfeited. Such forfeiture shall be City's exclusive remedy if Proposer defaults. The Bid security of Proposers whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid opening, whereupon the Bid security furnished by such Proposers will be returned.

The Bid security of Proposers whom the City believes do not have a reasonable chance of receiving the award will be returned within 21 days after the Bid opening.

#### **4.6 VARIANCES**

While the City allows contractors to take variances to the solicitation terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining bid responsiveness and in allocating bid evaluation points.

#### **4.7 INDEPENDENT CONTRACTOR**

The contractor is an independent contractor under this Agreement. Personal services provided by the contractor shall be by employees of the contractor and subject to supervision by the contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the contractor.

#### **4.8 SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Attorney, or City Attorney's designee.

#### **4.9 SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the contractor's personnel proposed for the contract shall be available for the entire contract term. In the event the contractor wishes to substitute personnel, they shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

See Section 5.1 for special requirements related to sub-consultants.

#### **4.10 DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the contractor and shall be repaired and/or replaced at no additional cost to the City.

#### **4.11 CONTRACTORS' COSTS**

The City shall not be liable for any costs incurred by bidders in responding to this solicitation.

#### **4.12 INVOICES/PAYMENT**

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to [Accounting@CooperCityFL.org](mailto:Accounting@CooperCityFL.org), or sent via US Mail to City of Cooper City, P.O. Box 290910, Cooper City, FL 33329-0910. All invoices must reference the applicable Work Authorization and/or Bid number.

The City shall accept original invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the contractor's work product, and agreement cannot be reached between the City and the contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

#### **4.13 DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the contractor shall submit a revised budget to the City for approval prior to proceeding with the work.

#### **4.14 REQUESTS FOR MODIFICATION**

The City reserves the right to request that the Proposer modify their bid to more fully meet the needs of the City.

#### **4.15 BID ACKNOWLEDGMENT**

By submitting a bid, the bidder certifies that they have fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

#### **4.16 REQUESTS FOR ADDITIONAL INFORMATION BY CITY**

The bidder 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 product(s) and/or services. The City reserves the right to make investigations of the qualifications of the bidder as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

#### **4.17 ACCEPTANCE/REJECTION/MODIFICATION TO BIDS**

The City reserves the right to negotiate modifications to submittals that it deems acceptable, reject any and all submittals, and to waive minor irregularities in the submittals.

#### **4.18 ALTERNATE BIDS**

An alternate bid is viewed by the City as a bid describing an approach to accomplishing the requirements of the Request for Qualifications which differs from the approach set forth in the solicitation.

An alternate bid may also be a second bid submitted by the same bidder which differs in some degree from its basic or prime bid.

Alternate submittals may be in the area of technical approach, or other provisions or requirements of the solicitation.

The City shall, during the initial evaluation process, consider all alternate submittals.

#### **4.19 ADDENDUM OR AMENDMENT TO REQUEST FOR QUALIFICATIONS**

If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Purchasing Agent shall furnish the revision by written Addendum and will post a public notice of the change online.

#### **4.20 PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all bidders should be aware that Request for Qualifications and the responses are in the public domain. However, the bidders are required to *identify specifically* any information contained in their submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All submittals received from bidders in response to this Request for Qualifications will become the property of the City and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

#### **4.21 RECORDS RETENTION**

The contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made accessible at the awardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

#### **4.22 CONTRACT DOCUMENT**

The entire contents of this Request for Qualifications, along with the Proposer's submittal and any subsequent work authorizations or change orders, are collectively an integral part of the contract between the City and the contractor.

#### **4.23 PERFORMANCE STANDARDS**

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirements of the Scope of Work shall be just cause for cancellation of the proposal award. The City may, by written notice to the Proposer, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.

**4.24 LIQUIDATED DAMAGES** – As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONSULTANT fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONSULTANT will pay CITY as liquidated damages, and not as penalty ten dollars (\$10.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

#### **4.25 FEMA REQUIREMENTS**

Any reference made to CONTRACTOR in this section shall also apply to any Subcontractor under the terms of this Contract. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

4.25.1 CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

4.25.2 If reimbursement is denied to CITY due to CONTRACTOR's negligence, including failure to comply with this Article, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

4.25.3 Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following 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 this section shall prevail.



4.25.3.1 Equal Employment Opportunity: During the performance of this contract, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR 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. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, 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) CONTRACTOR 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 CONTRACTOR's legal duty to furnish information.

(4) CONTRACTOR 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 CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(6) CONTRACTOR 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 their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

4.25.3.2 Davis-Bacon Act: Contractor 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, contractors 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, contractors must be required to pay wages not less than once a week.

4.25.3.3 Copeland "Anti-Kickback" Act: CONTRACTOR 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"). CONTRACTOR 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 they are otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

4.25.3.4 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) CONTRACTOR 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.

(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 they are 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor 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 (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 (1) of this section.

(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 the contractor 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 (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (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 (1) through (4) of this section."

4.25.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act ( 33 U.S.C. 1251- 1387), as amended CONTRACTOR 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).  
Clean Air Act.

(1) The contractor 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.

(2) The contractor 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.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

*Federal Water Pollution Control Act*

(1) The contractor 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.

(2) The contractor 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.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

4.25.3.6. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its 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).

(1) The contractor 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 the contractor 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.

(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."

4.25.3.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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."

4.25.3.8 Compliance with State Energy Policy and Conservation Act. Contractor 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).

4.25.3.9 Recovered Materials.

(1) In the performance of this Contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule

(ii) Meeting Contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

4.25.3.10 Pursuant to 44 CFR 13.36(i)(7), contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

4.25.3.11 Pursuant to 44 CFR 13.36(i)(8), contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA 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

4.25.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

4.25.3.13 No Obligation by the Federal Government

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4.25.3.14 DHS Seal, Logo, and Flags. The contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4.25.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4.25.3.16 Fraudulent Statements. The contractor acknowledges that 31 U.S.C. Chap. 38 applies to the contractor's actions pertaining to this Contract.

**[END OF SECTION]**

## SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS

### 5.1 PURPOSE

The City of Cooper City is seeking qualification statements from qualified firms, in order to establish continuous contracts with one or more of Professional Service Providers that the City will utilize if a need arises, in accordance with the terms, conditions, and specifications contained in this solicitation and the resulting continuous contract, and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. – Florida Statute 287.055). Services may include, however are not limited to, specifications, designs/plans, design criteria packages, etc.

Professional Services shall include:

- General Civil and Environmental Engineering Services
- Electrical Engineering Services
- Geotechnical Services
- Structural Engineering Services
- Land Surveying Services
- General Architectural Services
- Landscape Architecture Services
- Hydro-Geological Services
- Roadway and Traffic Engineering Services
- Treatment Plant Process Engineering Services

The City anticipates entering into continuous contracts with one or more Professional Service Providers to be used on an as-needed basis. Typical projects may include, but not be limited to, utility matters (Water/Sewer/Drainage), building additions and/or renovations, stand-alone restroom facilities at park sites, roadway type construction and modifications, and other vertical construction needs.

Firms may submit responses to qualify for one, multiple or all of the professional service disciplines requested in this RFQ. In addition, firms may submit responses which include sub consultants in their proposed team. The sub-consultants shall be identified in the firm's response, however, in the event the City includes the firm in their response, and the firm decides to utilize a different sub-consultant, the firm must disclose this information to the City's authorized representative, and the City's representative must approve the utilization of that newly requested sub-consultant. Firms will be able to submit responses as a Prime and may also be listed as a sub-consultant on another firm's proposal.

No minimum amount of professional services or compensation will be assured to the firm or firms that are awarded and the City shall preserve its option to retain other architectural, engineering and professional service firms or to perform work "in-house" for any particular project or assignment at its sole discretion.

### 5.2 SCOPE OF WORK

#### 5.2.1 GENERAL

Applies to all disciplines:

1. Site investigation and evaluation
2. Report preparation
3. Project planning/Master planning
4. Design and Preparation of engineering plans, specifications and contract documents
5. Permits preparation and review
6. Preparation of schedules
7. Bid/award and evaluations

8. Post Design Services (professional services during construction), including, but not limited to:
  - a. Meetings
  - b. Construction assistance
  - c. Plans revisions and change orders reviews
  - d. Shop drawing review
  - e. RFI reviews
  - f. As-built drawings review
  - g. Construction observation and final certification.
  - h. Certification of proposed requests for payments.
9. Attendance at meetings (including public presentations) with CITY, other consultants and regulatory agencies, and/or private property owners/developers/special interest groups
10. Complete construction, engineering and inspection (CEI) services as identified through items 8-9 above.

### **5.2.2 GENERAL CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES**

Includes but not limited to:

1. General Utility Engineering; including, but not limited to:
  - a. Water mains
  - b. Gravity sewer
  - c. Sewage force mains
  - d. Pump stations.
2. Surface water management; including but not limited to storm water systems and drainage.
3. Roadway and miscellaneous civil engineering improvements; including but not limited to:
  - a. Major and Minor Roadway Design
  - b. Intersection Improvements
  - c. Roadway Resurfacing Design
  - d. Pedestrian Sidewalk/Multi-Use Trail Design
  - e. Traffic Signal Design
  - f. Traffic Operations Studies
  - g. Traffic Calming Design
  - h. Construction Engineering Inspection/Administration
4. Hydrologic fields studies and related monitoring activities.
5. Report writing including monitoring reports and preparation of certifications and other documentation required by the permits.
6. Design and permitting of dredge/fill activities and wetland mitigation improvements.
7. Inspection of dredge and fill and/or wetland mitigation activities.
8. Support in preparing CITY Resolutions pertaining to various disciplines.
9. Identification and coordination of environmental maintenance activities at Parks.
10. Preparation of miscellaneous Phase-I Environmental Audits and/or engineering due diligence investigations.
11. Represent the CITY in matters involving or relating to other governmental entities at the local, regional, state or national level, pertaining to environmental and/or site civil engineering services in which CITY is a participant or otherwise has an interest.
12. Represent the CITY in matters involving or relating to private development interests pertaining to environmental and/or site civil engineering services in which CITY is a participant or otherwise has an interest.

### **5.2.3 ELECTRICAL ENGINEERING SERVICES**

Includes but not limited to:

1. General municipal building electrical engineering including:
  - a. New building design.
  - b. Existing building evaluation and modifications.
  - c. Stand-by power systems for buildings, wastewater pumping stations and various municipal facilities.

- d. Wastewater pumping stations.
- e. Roadway and parking lot lighting design.
- f. Power planning and interfacing with FPL.

#### **5.2.4 GEOTECHNICAL SERVICES**

Includes but not limited to:

1. Perform soil exploration and sampling
2. Perform field and onsite soil and material testing
3. Prepare geotechnical reports

#### **5.2.5 STRUCTURAL ENGINEERING SERVICES**

Includes but not limited to:

1. Perform structural analysis/evaluation/inspection
2. Perform structural design

#### **5.2.6 LAND SURVEYING SERVICES**

Includes but not limited to:

1. Property description, evaluation and interpretation
2. Writing, evaluation, and interpretation of legal descriptions
3. Prepare site plans/surveys

#### **5.2.7 GENERAL ARCHITECTURAL SERVICES**

Includes but not limited to:

1. Provide design of commercial buildings and structures
2. Project planning
3. Provide preliminary studies
4. Provide drawings and specifications,
5. Provide site inspections
6. Attendance at meetings (including public presentations) with CITY, other consultants and regulatory agencies, and/or private property owners/developers/special interest groups
7. Certification of proposed requests for payments

#### **5.2.8 LANDSCAPE ARCHITECTURE SERVICES**

Includes but not limited to:

1. Landscape design for parks, medians, CITY entrance ways, and around public properties
2. Research and site inventory
3. Master planning
4. Irrigation system master planning and design

#### **5.2.9 HYDRO-GEOLOGICAL SERVICES**

Includes but not limited to:

1. Water well design and construction services.
2. Hydrogeological studies and modeling.
3. Water use permitting.

#### **5.2.10 ROADWAY AND TRAFFIC ENGINEERING SERVICES**

Includes but not limited to:

1. Firms submitting must have the following FDOT certifications:
  - a. 2.0 PD&E Studies
  - b. 3.1 Minor Highway Design
  - c. 3.2 Major Highway Design
  - d. 6.1 Traffic Engineering Studies
  - e. 6.2 Traffic Signal Timing
  - f. 7.1 Signal, Pavement Marking and Channelization
  - g. 7.2 Lighting
  - h. 7.3 Signalization
  - i. 8.1 Control Surveying
  - j. 8.2 Design, Right of Way and Construction Survey
  - k. 8.4 Right of Way Mapping
  - l. 10.1 Roadway Construction Engineering Inspection
  - m. 10.3 Construction Materials Inspection
  - n. 15.0 Landscape Architect

#### **5.2.11 TREATMENT PLANT PROCESS ENGINEERING SERVICES**

Includes but not limited to:

1. Water and wastewater treatment design including:
  - a. Plant unit process and operation design, rehabilitation, and repair.
  - b. Electrical engineering of power requirements including stand-by power and power planning and interfacing with FPL.
  - c. Instrumentation and Controls engineering.
  - d. Structural engineering.
  - e. Water and wastewater treatment plant permitting.
  - f. Post-design and construction services.

**[END OF SECTION]**



**SECTION VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES**

**6.1 EVALUATION COMMITTEE**

Proposals submitted will be evaluated by a committee. The "Evaluation Committee" shall be selected by the City of Cooper City's city manager.

**6.2 REVIEW OF PROPOSALS**

The Evaluation Committee will use a points formula during the review process to score submittals. Each member of the Evaluation Committee will first score each technical proposal by each of the criteria described in Section 6.3 below. The full Evaluation Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

The City of Cooper City reserves the right to retain all proposals submitted and use any idea in the proposal regardless of whether that proposal is selected.

**6.3 EVALUATION CRITERIA**

Proposals will be evaluated by an Evaluation Committee. This Committee will evaluate the proposals and may invite the top Proposers to present specific areas of interests to the Committee members. The committee shall evaluate the proposals based on the following weighted criteria:

Item	Points
Firm Qualifications <ul style="list-style-type: none"> <li>• Stability of key staff</li> <li>• Office in reasonable proximity to City (Tri-County area preferred)</li> </ul>	30
Project History <ul style="list-style-type: none"> <li>• Customer satisfaction references plus previous experience with governmental agencies</li> <li>• Range of Services</li> </ul>	25
Experience & Technical Capabilities <ul style="list-style-type: none"> <li>• Current and projected workload</li> <li>• Firm demonstrates consistency meeting project time &amp; budget constraints</li> <li>• Demonstrated minimization of change orders/amendments</li> </ul>	25
<b>MAXIMUM TECHNICAL POINTS</b>	<b>80</b>
In the event that oral presentations are requested, the City will assign a maximum of 20 additional points for the highest evaluated firms / proposers.  Oral Presentations, if Applicable, <ul style="list-style-type: none"> <li>• Illustrate and detail additional expertise/experience</li> <li>• Illustrate stability of key staff</li> </ul>	20
<b>TOTAL POSSIBLE POINTS:</b>	<b>100</b>

The Evaluation Committee shall have the option to short-list no less than three Proposers based on the criteria listed above. Then, the Evaluation Committee may schedule a second meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm.

The Evaluation Committee will make a recommendation to the City Commission for award of the continuing contract. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria. Please note that the contract shall be for as-needed services, therefore the award of the contract does not guarantee that the awarded consultant shall be selected for a project.

## 6.5 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 which 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.

## 6.7 RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFQ unless clearly and specifically noted

City of Cooper City, Florida

RFQ 2020-1-UTL, Professional Service Providers (Architectural, Engineering, Surveying & Mapping)

in the proposal submitted and confirmed in the contract between the City of Cooper City and the firm selected. The City of Cooper City reserves the right without prejudice to reject any or all submittals.

**[END OF SECTION]**

## SECTION VII - PROPOSAL REQUIREMENTS

7.1 Inquiries concerning this Request for Qualifications and the subject of the Request for Qualifications shall be directed to the Purchasing Division only. **PLEASE REFER TO SECTION 3.33, CONE OF SILENCE FOR MORE INFORMATION.**

Purchasing Division  
9090 SW 50th Place  
Cooper City, Florida 33328  
(954) 434-4300 x268  
Purchasing@CooperCityFL.org

### 7.2 SUBMISSION OF PROPOSALS

The following material is required to be submitted by Thursday, July 23, 2020 at 3:00 PM EST to

Office of the City Clerk  
City of Cooper City  
9090 SW 50th Place  
Cooper City, Florida 33328

**FAILURE TO PROPERLY IDENTIFY THE OUTSIDE OF YOUR PACKAGE MAY RESULT IN ACCIDENTAL, PREMATURE OPENING OF YOUR PACKAGE AND RENDER YOUR SUBMITTAL VOID.**

ONE UNBOUND ORIGINAL copy (so marked) of a Technical Proposal, FOUR (4) COPIES copies and ONE (1) ELECTRONIC COPY (Flash drive or CD). Proposal shall be submitted in the following format:

All submittals shall address and be tabbed/indexed as outlined below:

#### **Title Page:**

List the following:

Subject: RFQ 2020-1-UTL, Professional Service Providers (Architectural, Engineering, Surveying & Mapping)

1. Date
2. Name of the Firm
3. Address of the local office
4. Telephone Number
5. Email Address

**Tab 1 – Letter of Interest** - Letter of Interest shall be signed by a corporate officer.

Limit to two (2) pages.

1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:

- a. Include the size
- b. Range of activities
- c. Firms strength and stability
- d. Location of firm (Firm must have a local established office location within the counties of Broward, Miami Dade or Palm Beach Counties. Work must be completed in this office.) If services will be performed by different offices (such as a joint venture) provide a location for each firm.
- e. Summary of abilities and experience of the firms' professional personnel (Standard Form 330 - Attached)

- f. Summary of past performance of the firm on similar projects (Standard Form 330 - Attached)
- g. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.
- h. Identification of firm's, single, professionally licensed point of contact for all City projects.

**Tab 2 – Standard Form 330 (Parts I and II)**

Visit <https://www.gsa.gov/forms-library/architect-engineer-qualifications> for a PDF fillable version of this form. Firms shall complete both Part I and II of the Standard Form 330 so that the City can obtain adequate information for this RFQ.

Firms shall provide five references within the State of Florida, for each discipline, from the last five years.

**Tab 3 – Professional Registration Certificates**

Professional Registration Certificates: A reproduction of the firm's current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services (architecture, engineering, general contractor or other certification required). Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.

**Tab 4 – Other Required Documents defined in this RFQ**

[END OF SECTION]

**ATTACHMENT A**  
(Page 1 of 5)

# City of Cooper City, Florida

## Bid Form

(4 pages)

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### **PROFESSIONAL SERVICE PROVIDERS (ARCHITECTURAL, ENGINEERING, SURVEYING & MAPPING) RFQ 2020-1-UTL**

Submittals Due: Thursday, July 23, 2020

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For information, contact the Purchasing Division:

Kerri Anne Fisher - Purchasing Agent  
Tel: 954-434-4300 ext. #268  
[Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org)

Release Date: Thursday, June 18, 2020

Submitted by: \_\_\_\_\_  
(Company name)

**ATTACHMENT A**  
*(Page 2 of 4)*

**Solicitation Number and Name:** RFQ 2020-1-UTL, PROFESSIONAL SERVICE PROVIDERS  
(ARCHITECTURAL, ENGINEERING, SURVEYING & MAPPING)

**Responses submitted to:** Office of the City Clerk  
City of Cooper City  
9090 SW 50<sup>th</sup> Place  
Cooper City, Florida, 33328

1. The undersigned PROPOSER agrees, if this submittal is accepted, to enter into an agreement with the City in the form included in the contract documents. Proposer further agrees to perform and furnish all work as specified or indicated in the contract documents, for the contract price, and within the contract time indicated in this bid, and in accordance with the other terms and conditions of the contract documents.
2. Proposer accepts all of the terms and conditions of the advertisement of Request for Qualifications and Instruction to Proposers including, without limitation, those dealing with the RFQ requirements. The Proposal will remain in full force for 90 days from the date of the RFQ opening. Proposer will sign and submit an agreement with any bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this response, Proposer represents, as more fully set forth in the Agreement that:
  - a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to Proposers.
  - b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
  - c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
  - d. Proposer has correlated the results of their studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
  - e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
  - f. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Proposal, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.
4. **Submittal Copies**  
ONE (1) ORIGINAL, FOUR (4) COPIES and ONE (1) ELECTRONIC COPY (Flash Drive or CD) of the Bid should be submitted to the City of Cooper City, City Hall, 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Submittals shall be submitted to PO Box 290910, Cooper City, Florida 33329-0910.
5. **Addenda, Additional Information-Contact with City Staff**  
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Qualifications and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from Proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

**ATTACHMENT A**

*(Page 3 of 4)*

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org), who may respond in kind with copies to all Proposers. **The deadline for submission of questions is 5:00PM, Thursday, July 16, 2020.**

The successful Proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful Proposer prior to recommendation of award and presentation to the City Commission.

6. Summary of Documents to be submitted with Bid

- \_\_\_\_\_ Bid Form
- \_\_\_\_\_ References
- \_\_\_\_\_ Public Entity Crimes (PEC) Form
- \_\_\_\_\_ ADA Affidavit
- \_\_\_\_\_ Business Entity Affidavit
- \_\_\_\_\_ Proposer's Foreign (Non-Florida) Corporate Statement (if applicable)
- \_\_\_\_\_ W-9, Request for Taxpayer Identification Number
- \_\_\_\_\_ Proof of Workers' compensation Insurance or Exemption
- \_\_\_\_\_ Proof of Liability Insurance
- \_\_\_\_\_ Ownership Disclosure Affidavit
- \_\_\_\_\_ Drug-Free Workplace Certificate
- \_\_\_\_\_ Employee Background Verification Affidavit
- \_\_\_\_\_ Scrutinized Companies Affidavit
- \_\_\_\_\_ Non-Conflict of Interest Statement
- \_\_\_\_\_ Standard Form 330, Parts I and II (See page 50 for download instructions)

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**



**ATTACHMENT A**  
*(Page 4 of 4)*

**Proposer's Contact Information**

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

Address: \_\_\_\_\_

\_\_\_\_\_

Type of Business \_\_\_\_\_

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Primary Contact: \_\_\_\_\_

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

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address **(Required)**: \_\_\_\_\_

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Alternate Contact: \_\_\_\_\_

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

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address **(Required)**: \_\_\_\_\_

Company's Website: \_\_\_\_\_

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Remit to Address: \_\_\_\_\_

\_\_\_\_\_

Remit to Contact: Name: \_\_\_\_\_ Tel: \_\_\_\_\_

Remit to Email: \_\_\_\_\_

**ATTACHMENT B**

**REFERENCES**

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.

1. ENTITY/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
CONTACT'S TITTLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
**E-MAIL (REQUIRED):** \_\_\_\_\_  
CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

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2. ENTITY/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
CONTACT'S TITTLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
**E-MAIL (REQUIRED):** \_\_\_\_\_  
CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

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3. ENTITY/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
CONTACT'S TITTLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
**E-MAIL (REQUIRED):** \_\_\_\_\_  
CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

**This page shall be completed IN FULL and submitted with your bid.**

**ATTACHMENT C**  
(Page 1 of 2)

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

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

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

by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

**ATTACHMENT C**  
(Page 2 of 2)

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

\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

\_\_\_\_\_  
*Signature*

<b>STATE:</b>	<b>FLORIDA</b>
<b>COUNTY:</b>	_____
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 - State of Florida</i>
<b>(NOTARY SEAL)</b>	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	<b>OR</b> Produced Identification _____
Type of Identification Produced _____	

**ATTACHMENT D**

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
Signature

<b>STATE:</b>	<b>FLORIDA</b>
<b>COUNTY:</b>	_____
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 - State of Florida</i>	
<b>(NOTARY SEAL)</b>	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known ____ <b>OR</b> Produced Identification ____	
Type of Identification Produced _____	



**ATTACHMENT F**

**FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM**  
DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

**If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption.** Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):
- \_\_\_\_\_ (a) Maintaining, defending, or settling any proceedings.
  - \_\_\_\_\_ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - \_\_\_\_\_ (c) Maintaining bank accounts.
  - \_\_\_\_\_ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
  - \_\_\_\_\_ (e) Selling through independent contractors.
  - \_\_\_\_\_ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders
  - \_\_\_\_\_ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - \_\_\_\_\_ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
  - \_\_\_\_\_ (i) Transacting business in interstate commerce.
  - \_\_\_\_\_ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - \_\_\_\_\_ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - \_\_\_\_\_ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - \_\_\_\_\_ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

**Please check one of the following if your firm is NOT a corporation:**

- (I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust  
(II) \_\_\_\_\_ Sole Proprieties of Self Employed

**NOTE:** This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

\_\_\_\_\_  
BIDDER'S LEGAL NAME

**ATTACHMENT G**

Form **W-9**  
 (Rev. December 2014)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	www.irs.gov
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>
<b>or</b>
<b>Employer identification number</b>

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Click Here to Sign	Date ▶
------------------	----------------------------	--------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

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



**ATTACHMENT H**

**REQUEST FOR PROOF OF  
WORKERS' COMPENSATION INSURANCE OR EXEMPTION**

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers' compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <https://www.floridawc.com/workers-comp-insurance/flwc/2011/04/exemptionform.pdf>

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers' compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers' compensation and need to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: [www.faiacom.com](http://www.faiacom.com), [www.piafl.org](http://www.piafl.org), or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this information in a timely manner may result in either termination of your services or delay of payment for services. Your workers' compensation Certificate of Coverage, Workers' Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org).

**ATTACHMENT I**

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

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

\_\_\_\_\_  
Date

<b>STATE:</b> <b>FLORIDA</b>
<b>COUNTY:</b> _____
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 - State of Florida</i>
(NOTARY SEAL)      _____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ <b>OR</b> Produced Identification _____
Type of Identification Produced _____

**ATTACHMENT J**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (**print or type name of firm**)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

\_\_\_\_\_  
Signature of Affiant

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

\_\_\_\_\_  
Date

<b>STATE:</b> <b>FLORIDA</b>
<b>COUNTY:</b> _____
<b>Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____</b> <i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
<b>(NOTARY SEAL)</b> _____ <i>Name of Notary Typed, Printed, or Stamped</i>
<b>Personally Known _____ OR Produced Identification _____</b>
<b>Type of Identification Produced _____</b>

**ATTACHMENT K**

**EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT**

I, \_\_\_\_\_ of \_\_\_\_\_, attest that all personnel used in  
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

\_\_\_\_\_  
Signature of Affiant

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

\_\_\_\_\_  
Date

<b>STATE:</b> <b>FLORIDA</b>
<b>COUNTY:</b> _____
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 - State of Florida</i>
<b>(NOTARY SEAL)</b> _____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known ____ <b>OR</b> Produced Identification ____
Type of Identification Produced _____

**ATTACHMENT L**

**SCRUTINIZED COMPANIES AFFIDAVIT**  
**Certification pursuant to Florida Statute § 287.135**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
**Print Name and Title** **Company Name**

certify that \_\_\_\_\_ does not:  
**Company Name**

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

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 the false certification. 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 Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
 COMPANY NAME

\_\_\_\_\_  
 PRINT NAME

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 SIGNATURE

<b>STATE:</b>	<b>FLORIDA</b>
<b>COUNTY:</b>	_____
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 - State of Florida</i>	
<b>(NOTARY SEAL)</b>	
_____ <i>Name of Notary Typed, Printed, or Stamped</i>	
Personally Known _____ <b>OR</b> Produced Identification _____	
Type of Identification Produced _____	

**ATTACHMENT M**

**NON-CONFLICT OF INTEREST STATEMENT**

- A. A. I am the \_\_\_\_\_ of \_\_\_\_\_ with a  
[Insert Title] [Insert Company Name]  
local office in \_\_\_\_\_ and principal office in \_\_\_\_\_.
- B. The entity hereby submits a proposal/offer in response to **RFQ 2020-1-UTL**,
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

\_\_\_\_\_  
**Signature of Affiant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name & Title of Affiant**

STATE:	<b>FLORIDA</b>
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 - State of Florida</i>
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

**ATTACHMENT N**

**STANDARD FORM 330, PARTS I AND II**

**THIS FILLABLE PDF FORM CONSISTS OF FOURTEEN (14)  
PAGES AND IS AVAILABLE FOR DOWNLOAD AT:**

<https://www.gsa.gov/forms-library/architect-engineer-qualifications>

## **EXHIBIT C**



**AGREEMENT BETWEEN CITY OF \_\_\_\_\_ AND  
\_\_\_\_\_ FOR CONSULTANT SERVICES FOR  
\_\_\_\_\_  
(RFP/RLI # \_\_\_\_\_)**

This Agreement ("Agreement") is made and entered by and between the City of \_\_\_\_\_, Florida, a political subdivision of the State of Florida ("City"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Consultant") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. **[If applicable]** City has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.

B. \_\_\_\_\_

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

- 1.1 **Board** means the City Commission of the City of \_\_\_\_\_, Florida.
- 1.2 **Contract Administrator** means the Director of \_\_\_\_\_, the Assistant Director of \_\_\_\_\_, or such other person designated by the Director of \_\_\_\_\_ in writing. The Contract Administrator is the representative of City concerning the Project.
- 1.3 **Contractor** shall mean the person, firm, corporation, or other entity who enters into an agreement with City to perform the construction work for the Project.
- 1.4 **County Business Enterprise or CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.5 **Notice to Proceed** means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.
- 1.6 **Project** means \_\_\_\_\_.
- 1.7 **Purchasing Director** means City's Director of Purchasing or designee.
- 1.8 **Services** means the work set forth in Exhibit A, Scope of Services, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any Optional Services procured under this Agreement.

1.9 **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.10 **Subconsultant** means an entity or individual providing services to City through Consultant for all or any portion of the work under this Agreement. The term “Subconsultant” shall include all subcontractors.

**ARTICLE 2. EXHIBITS**

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Maximum Billing Rates</b>
<b>Exhibit B-1</b>	<b>Reimbursables for Direct Non-Salary Expenses</b>
<b>Exhibit C</b>	<b>Minimum Insurance Coverages</b>
<b>Exhibit D</b>	<b>Work Authorization Form</b>
<b>Exhibit __</b>	<b>CBE Subconsultant Schedule and Letters of Intent</b>

**ARTICLE 3. SCOPE OF SERVICES**

3.1 Consultant shall provide all Services as set forth in Exhibit A, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the “Scope of Services”).

3.2 This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. During the course of the performance of the Services included in this Agreement, if Consultant determines that work should be performed to complete the Project and, in Consultant’s opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by City to Consultant to perform the work. Unless there is a dispute as set forth in Section 6.4, any work performed by Consultant outside the originally anticipated level of effort without prior written City approval shall be at no additional cost to City.

3.3 Exhibit A identifies the initial services related to the Project, and additional negotiations may be required for other phases or additional services. City and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of the Project. Notwithstanding the foregoing, City shall have the right to terminate negotiations at any time at no cost to City and procure services for other Project phases from any other source.

3.4 City shall assist Consultant by placing at Consultant’s disposal all information City has available pertinent to the Project, including previous reports and any other data relative to design or construction of the Project. City shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. City shall review any itemized deliverables and documents required to be submitted by

Consultant and respond in writing with any comments within the time set forth in Exhibit A. City shall give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any material defect in the work of the Contractor or other material development that affects the scope or timing of Consultant's Services.

#### **ARTICLE 4. TIME FOR PERFORMANCE; CONTRACTOR DAMAGES**

4.1 Consultant shall perform the Services within the time periods specified in Exhibit A. Time periods shall commence from the date of the applicable Notice to Proceed.

4.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at his or her sole option, require Consultant to submit the itemized deliverables and documents identified in Exhibit A for the Contract Administrator's review.

4.3 If the Contract Administrator determines that Consultant is unable to complete Services because of delays resulting from untimely review by City or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, City shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

4.4 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with City, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

4.5 Notwithstanding Section 4.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with City, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to City its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and City are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

4.6 If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this

Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by City. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement.

**ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT**

5.1 Amount and Method of Compensation. The amounts set forth in this Article 5 are the total compensation payable to Consultant and constitute a limitation upon City’s obligation to compensate Consultant for Services under this Agreement, but do not constitute a limitation of any sort upon Consultant’s obligation to perform all Services required under this Agreement.

5.1.1 Maximum Amount Not-To-Exceed Compensation. For Basic Services identified in Exhibit A as payable on a “Maximum Amount Not-To-Exceed” basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 5.2 up to a maximum not-to-exceed amount of \$\_\_\_\_\_.

5.1.2 Lump Sum Compensation. For Basic Services identified in Exhibit A as payable on a “Lump Sum” basis, compensation to Consultant shall be not more than a total lump sum of \$\_\_\_\_\_.

5.1.3 Optional Services. City may procure Optional Services up to a maximum not-to-exceed amount of \$\_\_\_\_\_ pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by City.

5.1.4 Reimbursable Expenses. City will reimburse authorized Reimbursable Expenses as defined in Section 5.3 up to a maximum not-to-exceed amount of \$\_\_\_\_\_. Unused amounts of those monies shall be retained by City.

5.1.5 Salary Costs. The maximum billing rates payable by City for each of Consultant’s employee categories are shown on Exhibit B and are further described in Section 5.2.

5.1.6 Subconsultant Fees. Consultant shall bill Subconsultant fees using the employee categories for Salary Costs on Exhibit B as defined in Section 5.2 and Reimbursable Expenses defined in Section 5.3. Consultant shall bill Subconsultant fees with no mark-up and within any applicable maximum not to exceed amount.

5.1.7 Phased Payments. Payments for Basic Services shall be paid out pursuant to the Project phasing specified in Exhibit A and shall not exceed the amount set forth below for the applicable phase. The invoiced fee amount for each phase shall be subject to retainage as set forth in Section 5.5.

<b>Project Phase</b>	<b>Fee %</b>	<b>Phase Amount</b>
Predesign Services/Programming Phase	___%	\$_____
Phase I: Schematic Design	___%	\$_____
Phase II: Design Development	___%	\$_____
Phase III: Construction Documents	___%	\$_____
Phase IV: GMP Negotiations	___%	\$_____

<b>Project Phase</b>	<b>Fee %</b>	<b>Phase Amount</b>
Phase V: Administration of the Construction Contract	___%	\$_____
Phase VI: Warranty Administration and Post-Occupancy Services	___%	\$_____
<b>Total Basic Services Fee</b>	<b>100%</b>	<b>\$_____</b>

5.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant’s most recent and actual rates determined in accordance with Federal Acquisition Regulation (“FAR”) guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in this Section 5.2 inclusive of the subsections below.

5.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 5.2.

5.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit B are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant shall reimburse City based upon the actual costs determined by the audit. City may withhold the amount Consultant is required to reimburse City from any payment due Consultant.

5.2.3 Unless otherwise noted, the Salary Costs stated above are based upon Consultant’s “home office” rates. Should it become appropriate during the course of this Agreement that a “field office” rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit B reflective of such rates for approval by Contract Administrator and, upon such City approval, invoice City accordingly.

5.2.4 The total hours payable by City for any “exempt” or “nonexempt” personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant’s or Subconsultant’s personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee’s hourly rate and in a manner consistent with Consultant’s or Subconsultant’s applicable certified FAR audit and all other provisions of Section 5.2. If a “Safe Harbor” rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee’s regular rate.

5.2.5 Consultant and any of its Subconsultants may alternatively use a “Safe Harbor” combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and

overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as “home” and “field” fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 5.2 remain in place.

5.3 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct nonsalary expenses directly attributable to this Project permitted under this Agreement, Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. City shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

5.4 Method of Billing.

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant’s cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation under Section 5.1.2. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall

provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

5.5 Method of Payment.

5.5.1 City shall pay Consultant within thirty (30) days after receipt of Consultant's proper invoice, minus any applicable retainage or other deductions permitted by this Agreement.

5.5.2 Unless otherwise provided in this section, retainage in the amount of ten percent (10%) of each invoice shall be retained by City until satisfactory completion of the applicable phase. When the Services to be performed on all phases of the Project are fifty percent (50%) complete, upon written request by Consultant and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize the reduction of retainage to five percent (5%) of each invoice for subsequent payments. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase.

5.5.3 Upon Consultant's completion of each phase to the satisfaction of the Contract Administrator, City shall remit to Consultant any amounts withheld as retainage for that phase. Final payment for the Project must be approved by the Purchasing Director.

5.5.4 Payment will be made to Consultant at the following address:  
\_\_\_\_\_.

5.6 Fiscal Year; Surtax Funding. The continuation of this Agreement beyond the end of any City fiscal year is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes. The Parties agree and acknowledge that all funding provided to Consultant under this Agreement shall be funded exclusively from and subject to the availability of funding received from Broward County from proceeds of the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and not from City's or Broward County's general revenue or any other source. Consultant agrees and stipulates that the funding provided under this Agreement shall be utilized only for the purposes permitted under Section 212.055(1), Florida Statutes.

5.7 Consultant shall pay Subconsultants and suppliers providing Services under this Agreement within fifteen (15) days following receipt of payment from City for such subcontracted work or supplies. If Consultant withholds an amount as retainage from a Subconsultant or supplier, Consultant shall release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from City. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all Subconsultants and suppliers. Consultant shall include requirements substantially similar to those set forth in this section in its contracts with Subconsultants and suppliers.

**[DELETE IF NOT APPLICABLE]**

5.8 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Consultant is a foreign person or entity that is required to complete Internal Revenue Service (“IRS”) Form W-8ECI, Consultant shall provide City a copy of Consultant’s current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Consultant fails to timely provide a completed, current Form W-8ECI, City will withhold all backup withholding taxes from the amounts due Consultant, remit such sums to the IRS, and pay Consultant only the remainder. City makes no representation regarding the tax treatment of amounts due to Consultant, and Consultant releases and holds City harmless from any claims or damages in any way relating to or arising from any tax withholding by City pursuant to this section.

**ARTICLE 6. OPTIONAL AND ADDITIONAL SERVICES;  
CHANGES IN SCOPE OF SERVICES**

6.1 City or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Unless otherwise expressly permitted herein, such changes must be made in accordance with the provisions of the City’s procurement code and policies and must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith.

6.2 To the extent any goods or services under this Agreement, or the quantity thereof, are identified as optional (“Optional Services”), City may select the type, amount, and timing of such goods or services pursuant to a work authorization (“Work Authorization”) in substantially the form attached as Exhibit \_\_\_ executed by Consultant and City pursuant to this section. No such selection, when combined with those goods or services required under this Agreement, may result in a payment obligation exceeding the applicable maximum amount stated in Article 5. A Work Authorization for Optional Services shall specify the method of compensation applicable to that Work Authorization and the required completion date for those additional services.

6.3 Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of City as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to City in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to City in the aggregate is within the Purchasing Director’s delegated authority; and (c) any Work Authorization above the Purchasing Director’s delegated authority requires express approval by the Board. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Consultant shall not commence work on any Work Authorization until after receipt of a purchase order and Notice to Proceed.

6.4 If a dispute between the Contract Administrator and Consultant arises over whether any work requested by City is within the scope of contracted Services and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to the City Manager or his or her designee for resolution, whose decision shall be in writing and



shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed work.

## **ARTICLE 7. REPRESENTATIONS AND WARRANTIES**

7.1 Representation of Authority. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Consultant. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

7.2 Claims Against Consultant. Consultant represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental, or other board or official, pending or, to the knowledge of Consultant, threatened against or affecting Consultant, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Consultant to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Consultant or on the ability of Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.3 Solicitation Representations. Consultant represents and warrants that all statements and representations made in Consultant's proposal, bid, or other supporting documents submitted to City in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Consultant executes this Agreement, unless otherwise expressly disclosed in writing by Consultant.

7.4 Contingency Fee. Consultant represents that it has not paid or agreed to pay any person or entity, 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. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

7.5 Truth-In-Negotiation Representation. Consultant's compensation under this Agreement is based upon its representations to City, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.6 Public Entity Crime Act. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and

represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

7.7 Discriminatory Vendor and Scrutinized Companies Lists. Consultant represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Section 215.473, Florida Statutes. Consultant represents and certifies that it is not ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes.

7.8 Warranty of Performance. Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Consultant represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

7.9 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Consultant certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement. The contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

7.10 Breach of Representations. In entering into this Agreement, Consultant acknowledges that City is materially relying on the representations, warranties, and certifications of Consultant stated in this article. City shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation, warranty, or certification is false, City shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Consultant, to deduct from the compensation due Consultant under this Agreement the full amount of any value paid in violation of a representation or warranty, and to recover all sums paid to Consultant under this Agreement. Furthermore, a false representation may result in debarment from City’s procurement activities.

## **ARTICLE 8. TERMINATION**

8.1 Termination. This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Work Authorization was entered into on behalf of

City by someone other than the Board, termination by City may be by action of the City Manager or the City representative (including his or her successor) who entered in this Agreement on behalf of City. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances if the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Consultant shall be eligible for the compensation provided in Section 8.4 as its sole remedy.

8.2 This Agreement may be terminated for cause by City for reasons including, but not limited to, any of the following:

8.2.1 Consultant's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices;

8.2.2 By the Contract Administrator for any fraud, misrepresentation, or material misstatement by Consultant in the award or performance of this Agreement or that otherwise violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

8.2.3 By the Contract Administrator upon the disqualification of Consultant as a CBE or SBE if Consultant's status as a CBE or SBE was a factor in the award of this Agreement and such status was misrepresented by Consultant, or upon the disqualification of one or more of Consultant's CBE or SBE participants if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement and such status was misrepresented by Consultant during the procurement or the performance of this Agreement.

8.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the City Manager to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

8.4 If this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, Consultant shall be paid for any Services properly performed under this Agreement or Work Authorization through the termination date specified in the written notice of termination, subject to any right of City to retain any sums otherwise due and payable. Consultant acknowledges that it has received good, valuable, and sufficient consideration for City's right to terminate this Agreement for convenience in the form of City's obligation to provide advance notice to Consultant of such termination in accordance with Section 8.1.

8.5 If this Agreement or a Work Authorization is terminated, for any reason, any amounts due Consultant shall be withheld by City until Consultant has provided all documents required to be provided to City. In addition to any right of termination stated in this Agreement, City shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

## ARTICLE 9. INSURANCE

9.1 For the duration of the Agreement, Consultant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit \_\_\_ in accordance with the terms and conditions of this article. Consultant shall maintain insurance coverage against claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement. City reserves the right at any time to review and adjust the limits and types of coverage required under this article.

9.2 Consultant shall ensure that “City of \_\_\_\_\_” and “Broward County” are both listed and endorsed as additional insureds on all policies required under this article.

9.3 On or before the date this Agreement is fully executed or at least fifteen (15) days prior to commencement of Services, Consultant shall provide City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by City, Consultant shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after City’s request.

9.4 Consultant shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant or its insurer shall provide notice to City of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Consultant shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

9.5 Consultant shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least “A-” with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by City’s Risk Management Division.

9.6 If Consultant maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit \_\_\_, City shall be entitled to any such broader coverage and higher limits maintained by Consultant. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any City insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Consultant.

9.7 Consultant shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit \_\_\_ and submit to City for approval at least fifteen (15) days prior to the date this Agreement is fully executed or commencement of Services. Consultant shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against City. City may, at any time, require Consultant to purchase coverage with a lower

retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Consultant agrees that any deductible or self-insured retention may be satisfied by either the named insured or City, if so elected by City, and Consultant agrees to obtain same in endorsements to the required policies.

9.8 Unless prohibited by the applicable policy, Consultant waives any right to subrogation that any of Consultant's insurer may acquire against City and agrees to obtain same in an endorsement of Consultant's insurance policies.

9.9 Consultant shall require that each Subconsultant maintains insurance coverage that adequately covers the Services provided by that Subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such Subconsultants comply with these requirements and that "City of \_\_\_\_" and "Broward County" are both named as additional insureds under the Subconsultants' applicable insurance policies.

9.10 If Consultant or any Subconsultant fails to maintain the insurance required by this Agreement, City may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Consultant. Consultant shall not permit any Subconsultant to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by City, Consultant shall provide, within one (1) business day, evidence of each Subconsultant's compliance with this section

9.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the date this Agreement is fully executed; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit \_\_, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the date this Agreement is fully executed, Consultant must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit \_\_.

## **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

10.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit City to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3 Consultant will meet the required CBE goal by utilizing the CBE firms listed in Exhibit \_\_\_ (or a CBE firm substituted for a listed firm, if permitted) for \_\_\_ percent (\_\_\_%) of total Services under this Agreement (the "Commitment").

**[USE FOLLOWING INSTEAD IF A SBE RESERVE PROJECT AND MODIFY REMAINDER OF ARTICLE 10 ACCORDINGLY]** The Parties acknowledge that this procurement has been reserved solely for performance by an SBE firm; therefore the SBE goal is one hundred percent (100%) of total Services under this Agreement (the "Commitment"). Consultant is an SBE firm and agrees that it will meet the Commitment by Consultant performing the Services without subcontracting, or by Consultant performing at least fifty percent (50%) of the Services and subcontracting the remainder to SBE firms listed in Exhibit \_\_\_ (including as may be substituted or approved in accordance with this Agreement).

10.4 In performing the Services, Consultant shall utilize the CBE firms listed in Exhibit \_\_\_ for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by City, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit \_\_\_ and, upon request, shall provide copies of the contracts to the Contract Administrator and the Director of the Broward County Office of Economic and Small Business Development ("OESBD").

10.5 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform City immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without OESBD's prior written consent, which consent shall not be unreasonably withheld.

10.6 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to City arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay City liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by City, such liquidated damages amount shall be either credited against any amounts due from City, or must be paid to City within thirty (30) days after written demand. These liquidated damages shall be City's sole contractual remedy for Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet

the Commitment attributable solely to force majeure, changes to the scope of work by City, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

10.7 Consultant acknowledges that OESBD may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify City in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify City of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

10.8 OESBD may modify the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

10.9 Consultant shall provide written monthly reports to the Contract Administrator and to the Director of OESBD attesting to Consultant's compliance with the CBE goal stated in this article. In addition, Consultant shall allow City and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining Consultant's contractual and CBE obligations. The Contract Administrator or OESBD shall perform such review and monitoring.

10.10 The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude City or its representatives from inquiring into allegations of nonpayment or exercising any right stated in Section 5.7.

## **ARTICLE 11. MISCELLANEOUS**

11.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the City's codes or policies, the Contract Administrator may exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Contract Administrator may designate one or more City employees with authority pertaining to day-to-day Project management or activities. Consultant shall notify Contract Administrator in writing of Consultant's representative(s) to whom matters involving the Project shall be addressed.

11.2 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Consultant in connection with performing Services shall be owned by City, and Consultant hereby transfers to City all right, title, and interest, including any

copyright or other intellectual property rights, in or to the work. Upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Consultant may be withheld until all documents are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with its Subconsultant(s).

11.3 Ownership of Documents. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Consultant in connection with this Agreement shall be the property of City, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to Contract Administrator within fifteen (15) days after the receipt of the written notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

11.4 Public Records. To the extent Consultant is acting on behalf of City as stated in Section 119.0701, Florida Statutes, Consultant shall:

11.4.1 Keep and maintain public records required by City to perform the services under this Agreement;

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

11.4.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to City; and

11.4.4 Upon completion or termination of this Agreement, transfer to City, at no cost, all public records in possession of Consultant or keep and maintain public records required by City to perform the services. If Consultant transfers the records to City, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

A request for public records regarding this Agreement must be made directly to City, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to City to enable City to respond to the public records request.

Any material submitted to City that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119,



Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to City for records designated by Consultant as Trade Secret Materials, City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**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 (954) \_\_\_\_\_, \_\_\_\_\_@\_\_\_\_\_, \_\_\_\_\_, FLORIDA 33301.**

11.5 Audit Rights and Retention of Records. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any City representative or Broward County representative (including any outside representative engaged by either). City or Broward County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by law). City or Broward County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant’s employees, Subconsultants, vendors, or other labor.

Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Consultant or Subconsultants.

City and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. Consultant hereby grants City and Broward County the right to conduct such audit or review at Consultant’s place of business, if deemed appropriate by City or Broward County, with seventy-two (72) hours’

advance notice. Consultant agrees to provide adequate and appropriate work space. Consultant shall provide reasonable access to Consultant's facilities, and City and Broward County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Consultant shall, by written contract, require its Subconsultants to agree to the requirements and obligations of this section.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to City of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by City or Broward County, the reasonable actual cost of the audit shall be reimbursed to City or Broward County (as applicable) by Consultant in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of audit findings to Consultant.

11.6 Subconsultants. Consultant shall utilize only the Subconsultants identified in Exhibit     , Schedule of Subconsultants, to provide the Services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the Schedule of Subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each and every approved Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 9 on Consultant's Subconsultants.

11.7 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity.

11.8 Indemnification of City. Consultant shall indemnify and hold harmless City and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Attorney, any sums due Consultant under this Agreement may be retained by City until all of City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

11.9 Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or

understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

11.10 Amendments. 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.

11.11 Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR CITY:  
City \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Florida 33\_\_\_\_  
Email address: \_\_\_\_\_

FOR CONSULTANT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email address: \_\_\_\_\_

11.12 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

11.13 Consultant’s Staff. Consultant will provide the key staff identified in its proposal for Project as long as said key staff are in Consultant’s employment. Consultant will obtain prior written approval of Contract Administrator to change key staff. Consultant shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Consultant’s staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said

removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

11.14 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this Agreement.

11.15 Independent Contractor. Consultant is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Consultant nor its agents shall act as officers, employees, or agents of City, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements. Consultant shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement.

11.16 Regulatory Capacity. Notwithstanding the fact that City is a political subdivision with certain regulatory authority, City's performance under this Agreement is as a Party to this Agreement and in the capacity as owner of the Project. If City exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to City's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to City as a Party to this Agreement.

11.17 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by City nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement. City is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.18 Third-Party Beneficiaries. Except for Broward County to the extent expressly identified herein, neither Consultant nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that, other than Broward County, there are no third-party beneficiaries to this Agreement and that no third party other than Broward County shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.19 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Consultant's officers or employees shall serve as an expert witness against City or Broward County in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion that is adverse or prejudicial to the interests of City or Broward County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude

Consultant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

11.20 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving Party.

11.21 Compliance with Laws. Consultant and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.22 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.23 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.24 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect. **[TAILOR IF NECESSARY]**

11.25 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY**

**TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.26 Reuse of Project. City may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A); and Consultant agrees to such reuse in accordance with this provision. If the Contract Administrator elects to reuse the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project for other projects on other sites, Consultant will be paid a reuse fee to be negotiated between Consultant and City, subject to approval by the proper awarding authority. Each reuse shall include all Basic Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This reuse may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all reuse assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of reuse for the new site location. The terms and conditions of this Agreement shall remain in force for each reuse project, unless otherwise agreed by the Parties in writing.

11.27 Payable Interest.

11.27.1 Payment of Interest. City shall not be liable to pay any interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.27.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.28 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.29 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**[DELETE IF NOT A "COVERED CONTRACT" AT TIME OF CONTRACT AWARD]**

11.30 Workforce Investment Program. This Agreement constitutes a “Covered Contract” under the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code (“Workforce Investment Program”). Consultant affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Consultant or its Subconsultants) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one year after the conclusion of this Agreement, Consultant shall maintain and make available to Broward County upon request all records documenting Consultant’s compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: CITY of \_\_\_\_\_, through its City Commission, signing by and through its Mayor or Vice-Mayor authorized to execute same by City Commission action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and CONSULTANT, signing by and through its \_\_\_\_\_, duly authorized to execute same.

CITY

ATTEST:

\_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
CITY MAYOR

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

\_\_\_\_\_  
City Attorney



AGREEMENT BETWEEN CITY OF \_\_\_\_\_ AND  
\_\_\_\_\_  
FOR CONSULTANT SERVICES FOR  
\_\_\_\_\_  
(RFP/RLI # \_\_\_\_\_)

FOR INDIVIDUAL:

Consultant

WITNESSES:

\_\_\_\_\_  
Signature

By \_\_\_\_\_

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
(Please Type Name)

\_\_\_\_\_  
Signature

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Print/Type Name

FOR CORPORATION:

Consultant

ATTEST:

\_\_\_\_\_  
(Typed Name of Consultant/Firm)

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President/Vice President

\_\_\_\_\_  
(Typed Name of Secretary)

\_\_\_\_\_  
(Typed Name and Title)

CORPORATE SEAL

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**EXHIBIT A**  
**Scope of Services**

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No:                      Project Number  
 Project Title:                  Project Title  
 Consultant/  
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
[Insert staff titles]	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00

Multiplier of X.XX is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (X.XX)%

FRINGE = HOURLY RATE X FRINGE (X.XX) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (X.XX)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

Add if applicable:

**Notes:**

Consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**AMENDED EXHIBIT B  
MAXIMUM BILLING RATES**

Project No:           Project Number  
Project Title:        Project Title  
Consultant/         Name  
Subconsultant:

TITLE	ORIGINAL MAXIMUM HOURLY RATE (\$/HR)	AMENDED MAXIMUM HOURLY RATE (X% Increase) (\$/HR)	x	MULTIPLIER	=	AMENDED MAXIMUM BILLING RATE (\$/HR)
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00

Multiplier of X.XX is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (X.XX)%

FRINGE = HOURLY RATE X FRINGE (X.XX) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (X.XX)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

Add if applicable:

**Notes:**

Consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**Consultant**

**County**

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Contract Administrator

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

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

**EXHIBIT B-1  
REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES**

Reimbursable	Maximum Reimbursable
<b>Total Maximum Reimbursables:</b>	

**EXHIBIT C**  
**Minimum Insurance Requirements**

**EXHIBIT D  
WORK AUTHORIZATION FOR AGREEMENT \_\_\_\_\_**

Contract Number: \_\_\_\_\_  
Work Authorization No. \_\_\_\_\_

This Work Authorization is between City of \_\_\_\_\_ and \_\_\_\_\_ ("Consultant") pursuant to the Agreement, executed on \_\_\_\_\_. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

**Services to be provided:** [DESCRIBE IN DETAIL]

[Simple summary]  
  
See Exhibit A for additional detail.

Agreement at issue is \_\_ Lump Sum/ \_\_ Not-to-Exceed in the amount: \$ \_\_\_\_\_

The time period for this Work Authorization will be from the date of complete execution until \_\_\_\_ (\_\_) days after Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

**Fee Determination:** Payment for services under this Work Authorization is as follows:

Services	\$ _____
General Services	\$ _____
Goods or Equipment	\$ _____
Total Cost of this Work Authorization	\$ _____

The foregoing amounts shall be invoiced by Consultant upon written acceptance by City of all goods and services provided under this Work Authorization.

**County**

_____	Contract Administrator	_____	Date
_____	Project Manager	_____	Date
_____	City Commission or Designee	_____	Date

**Consultant**

_____	Signed	_____	Date
_____	Attest	_____	Typed Name
		_____	Title