



CITY OF WESTON, FLORIDA

BONAVENTURE DEVELOPMENT DISTRICT

INDIAN TRACE DEVELOPMENT DISTRICT

CONTINUING PROFESSIONAL ENGINEERING SERVICES:
WATER AND WASTEWATER CONSULTANT

REQUEST FOR QUALIFICATIONS
NO. 2022-16

CITY OF WESTON, FLORIDA
BONAVENTURE DEVELOPMENT DISTRICT
INDIAN TRACE DEVELOPMENT DISTRICT

REQUEST FOR QUALIFICATIONS (RFQ) NO. 2022-16

CONTINUING PROFESSIONAL ENGINEERING SERVICES:
WATER AND WASTEWATER CONSULTANT

SOLICITATION DOCUMENTS:

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- SECTION 2: BACKGROUND INFORMATION
- SECTION 3: GENERAL CONDITIONS
- SECTION 4: PROPOSAL PROCESS
- SECTION 5: FORMS
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SECTION 1

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Weston, Florida, the Indian Trace Development District (ITDD) and Bonaventure Development District (BDD) (collectively the "CITY") will be accepting sealed proposals for:

CONTINUING PROFESSIONAL ENGINEERING SERVICES:
WATER AND WASTEWATER CONSULTANT
REQUEST FOR QUALIFICATIONS ("RFQ") NO. 2022-16

Pursuant to Section 287.055, Florida Statutes, the CITY requests proposals from qualified experienced firms to provide professional engineering water and wastewater consultant services and in accordance with Section 287.055 Florida Statutes, as amended from time to time, under a continuing services contract, on an as needed basis.

Services shall include but is not limited to professional engineering services specifically relating to the planning, design, construction and maintenance of the CITY's potable water and wastewater infrastructure. Expertise shall include the development of water and wastewater master plans, water and wastewater modelling and related work, metering, water quality, peer review, regulatory compliance monitoring, permitting, rates and fees studies, bond feasibility, annual engineering reports, resiliency and sustainability, and other related water and wastewater projects, studies, data acquisition and analysis.

QUALIFICATIONS

PROPOSERS shall be professionally licensed to practice engineering in the State of Florida and have a resident office in Miami-Dade, Broward, or Palm Beach County, Florida. PROPOSERS shall have been in continuous practice for a minimum of the immediate past ten (10) years, shall have performed work for local governments in Southeast Florida and shall have completed water and wastewater utility consultant services for a government agency with infrastructure similar in scope, size and complexity or greater, than those owned and managed by the City of Weston.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference shall be held virtually on **January 10, 2023 11:00 a.m. p.m.** local time. Connect to the Live Event link via Cisco Webex:

Event:	Pre-Proposal for RFQ No. 2022-16 Continuing Professional Services for Wastewater Consultant Services
Event address for attendees:	https://westonfl.webex.com/westonfl/j.php?MTID=m674d7d1dcfca44ca8e5f202911c99be9 You may also connect to: www.webex.com <ul style="list-style-type: none">• Click "Join a Meeting"• Enter Event/Meeting Number
Date and Time:	Tuesday, Jan 10, 2023 11:00 am Eastern Standard Time (New York, GMT-05:00)
Event Number:	2313 596 6328

Event Password:	weston
Audio conference:	Join by phone 415-655-0001 US Toll 937866 (from phones)

PROPOSAL SUBMITTAL DEADLINE

Sealed proposals shall be received by the Director of Procurement until **2:00 p.m. local time, on January 26, 2023 (the “Submittal Deadline”)** at the City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida. The official clock at the City Hall reception desk shall govern. Proposals received after this time shall be returned unopened. The sealed proposals will be publicly opened at the City of Weston, City Hall after the Proposal Submittal Deadline. Award of a proposal will be made at a City Commission meeting. The public opening of submittals may be viewed by the public via Cisco Webex as follows:

Event:	Opening for RFQ No. 2022-16 Continuing Professional Services for Wastewater Consultant Services
Event address for attendees:	https://westonfl.webex.com/westonfl/j.php?MTID=m6b9f13173efd36aaae05c0e8ca6a96e6 You may also connect to: www.webex.com <ul style="list-style-type: none"> • Click “Join a Meeting” • Enter Event/Meeting Number
Date and Time:	Thursday, Jan 26, 2023 2:00 pm Eastern Standard Time (New York, GMT-05:00)
Event Number:	2304 075 2397
Event Password:	weston
Audio conference:	Join by phone 415-655-0001 US Toll 76469375 (from phones)

AVAILABILITY OF RFQ DOCUMENTS

Interested parties may download a copy of RFQ No. 2022-16 for Continuing Professional Engineering Services: Water and Wastewater Consultant by visiting the CITY’s Procurement website at: <https://www.westonfl.org/government/procurement>. Proposal documents are also available for electronic download from Demand Star at <http://www.demandstar.com>.

QUESTIONS

Any questions concerning this Notice to Proposers shall be submitted in writing to the Director of Procurement, Martha Perez-Garviso at mperezgarviso@westonfl.org, with “RFQ No. 2022-16 for Continuing Professional Engineering Services: Water and Wastewater Consultant” in the subject line by 4:00 p.m., local time at least five business days prior to the submittal deadline.

CONE OF SILENCE

A cone of silence is imposed upon publication of this Notice to Proposers. The cone of silence prohibits communications with the following individuals pertaining to this RFQ:

Margaret Brown, Mayor,
Byron L. Jaffe, Commissioner,
Mary Molina-Macfie, Commissioner,
Chris Eddy, Commissioner, and
Henry Mead, Commissioner

Bryan Cahen, Director of Budget, Selection Committee Member;
Ryan Fernandes, Director of Technology Services, Selection Committee Member;
Peter Johnson, Assistant Director of Public Works, Selection Committee Member;
Thaddeus Bielecki, Director of Landscaping, Alternate Selection Committee Member; and

Any member of the Protest Committee, if and when established.

The details of the CITY's Cone of Silence are set forth in Section 32.10 of the City Code.

The Selection Committee shall convene at a publicly noticed meeting and review submissions, rank and evaluate the proposals and provide a recommendation to the City Manager.

RIGHTS RESERVED

1. The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:
 - A. Reject any or all proposals;
 - B. Waive any informality in a proposal;
 - C. Waive any deficiency or irregularity in the selection process;
 - D. Accept or reject any or all qualifications statements in part or in whole; and
 - E. Request additional information as appropriate.

2. The City Commission reserves the right to:
 - A. Award all or a portion of the services set forth in the RFP/RFQ as determined to be in the best interest of the CITY; and
 - B. Reject any or all Proposals if found by the City Commission not to be in the best interest of the CITY.
 - C. Award an Agreement to one or more than one PROPOSER, make split or multiple awards as determined to be in the best interest of the CITY.
 - D. In the event of a sole proposal, reject the sole proposal.

Martha Perez-Garviso
Director of Procurement
City of Weston
Published: December 30, 2022

SECTION 2

BACKGROUND INFORMATION

2.1 General

Pursuant to Section 287.055, Florida Statutes, the CITY requests proposals from qualified experienced firms to provide professional engineering water and wastewater consultant services and in accordance with Section 287.055 Florida Statutes, as amended from time to time, under a continuing services contract, on an as needed basis.

Services shall include but is not limited to professional engineering services specifically relating to the planning, design, construction and maintenance of the CITY's potable water and wastewater infrastructure. Expertise shall include the development of water and wastewater master plans, water and wastewater modelling and related work, metering, water quality, peer review, regulatory compliance monitoring, permitting, rates and fees studies, bond feasibility, annual engineering reports, resiliency and sustainability, and other related water and wastewater projects, studies, data acquisition and analysis.

The CITY reserves the right to conduct investigations as it deems necessary, to determine the ability of the selected PROPOSER who shall perform the work or services. Information the CITY deems necessary in order to make a determination shall be provided by the PROPOSER upon request.

Upon review of the qualifications, the PROPOSER will be evaluated and ranked. The Selection Committee may short list and rank PROPOSER per category and may interview these firms for final ranking and recommendation. PROPOSERS may be short listed in more than one category.

The PROPOSER is prohibited from exempting any provisions of this RFQ and Agreement.

2.2 Scope of Services

The services will be provided on an on-going as needed basis. These services may include, but are not limited to, performing any or all of the following tasks related to CITY water & wastewater facilities.

1. Feasibility analysis
2. Master Planning
3. Cost estimating
4. Preparation of grant/loan applications
5. Design services
6. Permitting
7. Contract Administration
8. Construction Engineering and Inspection
9. Testing
10. Peer review of work prepared by other consultants.

11. Using firm's staff or qualified sub consultants for related specialized engineering/technical and non-technical services.
12. Employing testing and data collection methods to further studies and reports
13. Other related engineering work

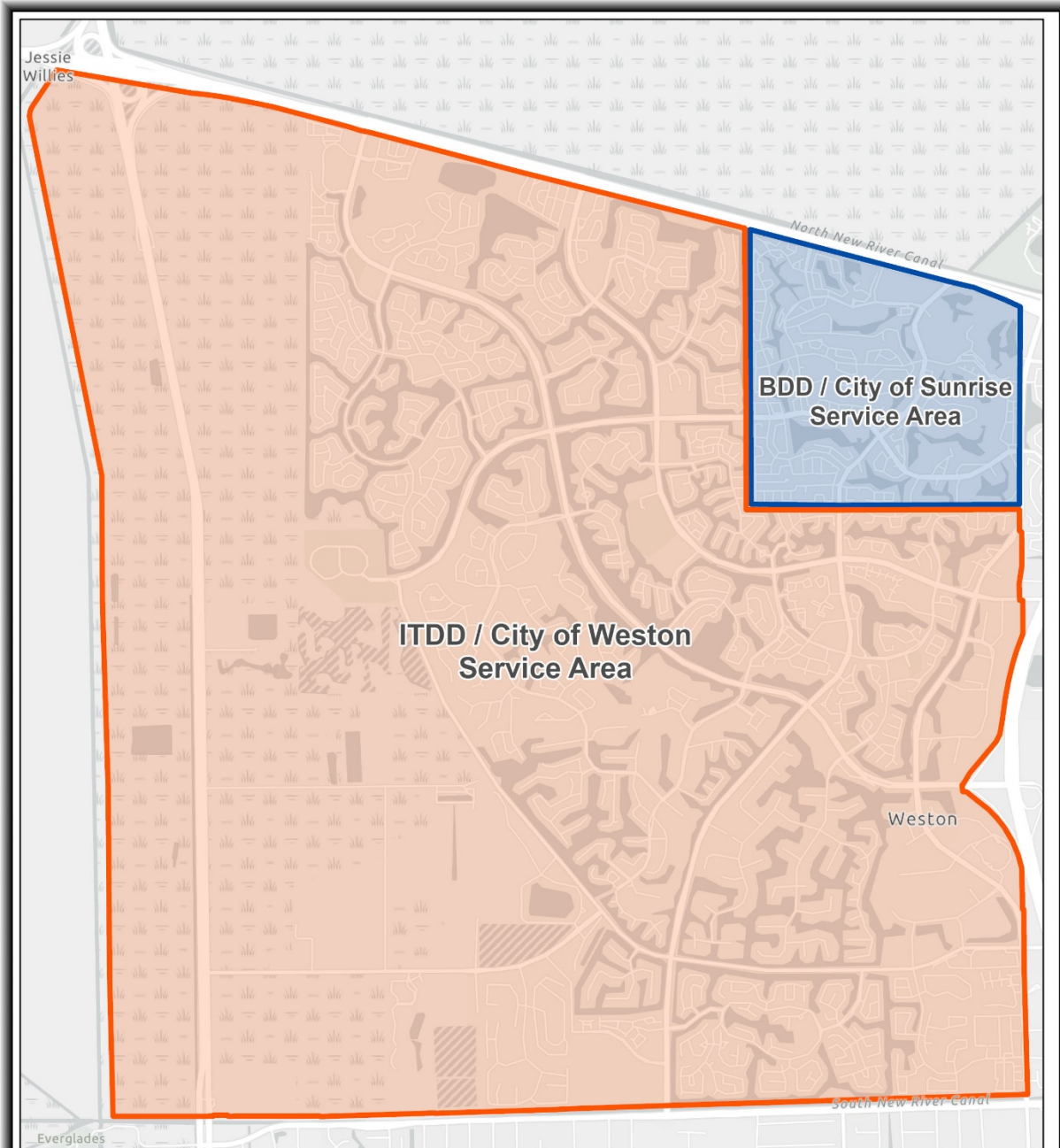
2.3 Existing Infrastructure

- A. Water and Wastewater: The City of Weston owns and maintains water distribution and wastewater collection and transmission systems in the Indian Trace Development District (ITDD) portion of the City. The City of Sunrise supplies treated potable water, and wastewater treatment and disposal for the wastewater collected and transmitted to their wastewater treatment facilities. The City of Sunrise owns the water/wastewater infrastructure in the Bonaventure Development District (BDD) portion of the City. See attached map (**Figure A**) of the City showing delineation of the two development districts/service areas. Table 2.3(A), below, provides a general summary of the City's Water/Wastewater Infrastructure.

Table 2.3(A) – Summary of Water/Wastewater infrastructure

Description	Quantity
Water Mains (miles)	214
Fire Hydrants (CITY maintained)	1737
Wastewater Lift Stations	70
Wastewater Force Mains (miles)	58
Wastewater Gravity Mains (miles)	139
No. of Connections	17,239

PROPOSERS shall note that no guarantee by the CITY is expressed or implied as to the quantity of services, if any, to be procured under this Request for Qualifications.



THE CITY OF WESTON



Figure A: Water/Wastewater Service Areas

RFQ 2022-09: Professional Engineering Services for Water, Wastewater, and Stormwater

- ITDD City of Weston Service Area
- BDD City of Sunrise Service Area



Map #: PW 22-36
Date: 6/28/2022

0 2,500 5,000 Feet

Disclaimer: The City of Weston has made every effort to accurately verify the information contained as part of this product. However, some of the data provided is based on information obtained from other agencies and based on educated assumptions and estimates. As a result, we encourage you to independently verify all the information contained herein since the City and any of its service providers can be held responsible for any damage due to errors or omissions of this product. Depiction of boundaries is not authoritative and should not be used for engineering purposes.

2.4 Licensing and Minimum Qualifications

PROPOSERS must provide the necessary documentation to demonstrate that they meet the following minimum qualifications:

- A. Experience - PROPOSERS shall be professionally licensed to practice engineering in the State of Florida and have a resident office in Miami-Dade, Broward, or Palm Beach County, Florida. PROPOSERS shall have been in continuous practice for a minimum of the immediate past ten (10) years, shall have performed work for local governments in Southeast Florida and shall have completed water and wastewater utility consultant (as applicable) for a government agency with infrastructure similar in scope, size and complexity or greater, than those owned and managed by the City of Weston.
- B. Authorization to do Business - PROPOSER shall have been authorized to do business in the State of Florida for a minimum of the immediate past ten (10) years.
- C. Licenses - PROPOSER shall be licensed to practice engineering in the State of Florida and must be fully licensed with all required State and/or Local government licenses and permits.

2.5 Insurance Requirements:

Before performing any work for the CITY, PROPOSER shall procure and maintain, during the life of the Agreement, unless otherwise specified, the insurance coverage as described in the Agreement.

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SECTION 3
GENERAL CONDITIONS

3.1 RFQ Documents

These RFQ documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as described in herein. Proposals shall be submitted on the prescribed Proposal forms. Proposals not submitted on the prescribed Proposal forms shall be rejected. By submitting a Proposal, the PROPOSER agrees to be subject to all terms and conditions specified herein. No exception to the terms and conditions in this RFQ and Agreement shall be allowed. Submittal of a response to this RFQ constitutes a binding offer by the PROPOSER. PROPOSERs failure to comply with any provisions in this RFQ may result in disqualification, at the sole discretion of the CITY.

3.2 Taxes

The PROPOSER shall not be entitled to the CITY'S tax-exempt benefits.

3.3 Additional Terms and Conditions

No additional terms and conditions submitted by the PROPOSER with the RFQ Proposal shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFQ.

3.4 Interpretations and Inquiries

PROPOSERs shall carefully examine the RFQ documents. Any ambiguities or inconsistencies shall be brought to the attention of the CITY or its agent in writing prior to the Proposal deadline.

Any questions concerning this Notice to PROPOSERs shall be submitted in writing to Martha Perez-Garviso, Director of Procurement, at Mperezgarviso@westonfl.org with "RFQ No. 2022-16 for Continuing Professional Engineering Services: Water and Wastewater Consultant" in the subject at least five business days prior to the submittal date.

Submission of a Proposal will serve as prima facie evidence that the PROPOSER has examined the Agreement and is fully aware of all conditions affecting the provision of services. No person is authorized to give oral interpretations of, or make oral changes to, the RFQ documents; therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFQ documents will be made in the form of a written addendum to the RFQ document and will be furnished by the CITY to all PROPOSERs. Only those interpretations of, or changes to, the RFQ document that are made in writing and furnished to the PROPOSERs by the CITY may be relied upon.

3.5 Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall

be considered as unofficial information and in no way binding upon the CITY or the PROPOSER.

3.6 No Contingency Fees

PROPOSER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROPOSER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the PROPOSER, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

3.7 Independence

On the Form 7 provided in Section 5 of this RFQ, the PROPOSER shall list, and describe any relationships – professional, financial or otherwise – that it may have with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFQ. Additionally, the PROPOSER shall give the CITY written notice of any other relationships – professional, financial or otherwise – that it enters into with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units during the term of the Agreement.

3.8 Disqualification of PROPOSERS

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a PROPOSER is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such PROPOSERS are believed to be involved.

3.9 Assignment; Non-transferability of Proposal

Proposals shall not be assigned or transferred. A PROPOSER who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an Agreement, is subject to having its Proposal disqualified as a result of such transaction.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of PROPOSER, or the sale of a controlling interest in the PROPOSER, or any similar transaction, PROPOSER shall immediately disclose such information to CITY. Failure to do so may result in the Proposal being disqualified, at the CITY'S sole discretion. The City Manager shall determine whether a Proposal is to be disqualified in such instances.

3.10 Compliance with Applicable Laws

PROPOSERS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFQ. Lack of knowledge of the PROPOSER shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

3.11 Familiarity with Laws and Ordinances

The submission of a Proposal on the services requested herein shall be considered as a representation that the PROPOSER is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the PROPOSER discovers any provisions in the RFQ documents that are contrary to or inconsistent with any law, ordinance, or regulation, he shall report it to the CITY in writing without delay.

3.12 Advertising

In submitting a Proposal, PROPOSER agrees not to use the results there from as a part of any Advertising or PROPOSER sponsored publicity without the express written approval of the City Manager.

3.13 Execute Agreement

The terms, conditions and provisions in this RFQ shall be included and incorporated in the final Agreement between the CITY and the successful PROPOSER. The order of precedence will be the Agreement, the RFQ Documents, the PROPOSER's response and general law. Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. The venue shall be Broward County, Florida.

3.14 Facilities

The City Manager or designee reserves the right to inspect each PROPOSER's facilities at any reasonable time, during normal working hours, without prior notice to determine that the PROPOSER has a bona fide place of business and is a responsible Consultant.

3.15 Withdrawal or Revision of Proposal Prior to and After Opening

An PROPOSER shall not withdraw, modify or correct a Proposal after it has been deposited with the CITY. The withdrawal, modification or correction of a Proposal after it has been deposited with the CITY shall constitute a breach by the PROPOSER. No PROPOSER may withdraw its Proposal within ninety (90) calendar days after the Proposal opening date.

3.16 CITY'S Exclusive Rights

1. The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:
 - A. Reject any or all proposals;

- B. Waive any informality in a proposal;
- C. Waive any deficiency or irregularity in the selection process;
- D. Accept or reject any or all qualifications statements in part or in whole; and
- E. Request additional information as appropriate.

2. The City Commission reserves the right to:

- A. Award all or a portion of the services set forth in the RFP/RFQ as determined to be in the best interest of the CITY; and
- B. Reject any or all Proposals if found by the City Commission not to be in the best interest of the CITY.
- C. Award an Agreement to one or more than one PROPOSER, make split or multiple awards as determined to be in the best interest of the CITY.
- D. In the event of a sole proposal, reject the sole proposal.

3.17 Addenda

The CITY reserves the right to issue addenda. Any addenda or other modifications to the RFQ documents shall only be made in writing, and issued by the CITY, prior to the time and date of opening. Such written addenda or modifications shall be part of the documents and shall be binding upon each PROPOSER. No verbal addenda or modifications shall be allowed, nor shall any PROPOSER rely upon any verbal addenda or modifications in preparing or submitting its proposal.

Each PROPOSER shall acknowledge receipt of such addenda on the Form 6 provided in Section 5 of this RFQ. In the event any PROPOSER fails to acknowledge receipt of such addenda, the Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of the Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by the PROPOSER. It is the responsibility of each prospective PROPOSER to verify that the PROPOSER has received all addenda issued before depositing the Proposal with the CITY.

3.18 Review of the RFQ Documents

By the submission of a Proposal to do provide the services described herein work, the PROPOSER certifies that a careful review of the RFQ documents has taken place and that the PROPOSER is fully informed and understands the requirements of the RFQ documents and the quality and quantity of service to be performed.

3.19 Adjustment/Changes/Deviations

No adjustments, changes or deviations to the RFQ will be accepted unless the conditions or specifications of the RFQ expressly so provide.

3.20 RFQ as a Public Record

Upon award recommendation or thirty (30) days after Proposal opening, whichever is earlier, any material submitted in response to this RFQ will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public

Record Law). PROPOSERS must claim the applicable exemptions to disclosure provided by law in their response to the RFQ by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

3.21 Subcontracting

No subcontracting, including employee leasing, shall be permitted, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such sub-consultants shall be included in the Proposal. If additional subconsultants are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of subconsultants shall be provided to the City Manager, subject to his approval. Such subconsultants shall be subject to the same contract requirements as the PROPOSER during the term of this Agreement.

3.22 Public Entities Crime

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a bid on an Agreement to provide any goods or services to the CITY and may not transact business with the CITY in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFQ, PROPOSER certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this Agreement for Continuing Professional Services: General Civil Engineering / General Architectural.

3.23 Non-Collusion Affidavit

The PROPOSER shall include the Non-Collusion Affidavit as set forth in the Form 4 provided in Section 5 of this RFQ and as described in Section 4 of the RFQ. Consultant's failure to include the affidavit shall result in disqualification.

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SECTION 4
PROPOSAL PROCESS

4.1 Preparation of Proposals

No PROPOSER shall take exception to the specifications herein.

A. Number of Proposals

One (1) complete bound copy of the Proposal, one (1) unbound original Proposal and one digital copy in PDF format on a USB drive, are required to be submitted to the CITY by the date and time indicated above. Each copy should contain all mandatory and optional information submitted by the PROPOSER. Additional copies may be requested by the CITY at its discretion.

B. Proposal Packaging

The Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging, marked as the "Proposal". The outside of the sealed package shall clearly indicate the submitting RFQ No. 2022-16 for Continuing Professional Engineering Services: Water and Wastewater, Consultant's name, address and the name and telephone number of the Consultant's specific contact person. The Proposal shall contain ne (1) complete bound copy, one (1) unbound original and one (1) digital copy in PDF format on a USB drive and is required to be submitted to the CITY by the date and time indicated in Section 4.2. Each copy shall contain all required information in order to be considered responsive.

C. Signatures

All required signatures shall be manual, in blue ink of an authorized representative who has the legal authority to bind the PROPOSER in contractual obligations. The Proposal shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by PROPOSER to any part of the Proposal document shall be initialed in ink. Failure to manually sign the appropriate Proposal forms will disqualify the PROPOSER and the Proposal will not be considered.

Proposals by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign). The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

D. Proposal Format

The Proposal shall be typewritten on both sides of 8 ½ x 11 inch white paper. Pages shall be secured by staple, cerlox binding or similar closures. Proposals shall be organized in chapters as described herein. Chapters shall be separated by a tab indicating the chapter number.

All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc.

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

Proposal Format:

Chapter 1	Cover Sheet Table of Contents Letter of Interest Narrative GSA Standard Form 330 Qualifications Supplemental (Form1) Litigation History (see Form 1) Criminal Conduct (see Form 1)
Chapter 2	Reference Forms (minimum three agencies) (Form 2)
Chapter 3	Financial Stability & Statements Insurance Statement (Form 3)
Chapter 4	Non-Collusion Certification (Form 4) Drug-free Workplace (Form 5) Acknowledgement of Addenda (Form 6) Independence Affidavit (Form 7) Scrutinized Companies (Form 8) Public Entity Crimes (Form 9) E-Verify Affidavit (Form 10) Certification to Accuracy of Proposal (Form 11)

4.2 Submittal, Receipt and Opening of Proposals

- A. All proposals shall be submitted on or before the Proposal Submittal Deadline to:

Director of Procurement
City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326

- B. The official clock at City Hall reception desk shall govern. Proposals submitted and time stamped on or before the Proposal Submittal Deadline shall be opened publicly at City Hall.
- C. PROPOSERS are reminded that it is the sole responsibility of the PROPOSER to ensure that their proposal is time stamped by the City prior to the Proposal Submittal Deadline. Proposals received after the Proposal Submittal Deadline shall be returned unopened.

4.3 Sealed Proposal

The Sealed Proposals will be publicly opened at 17200 Royal Palm Boulevard, Weston, Florida 33326, immediately following the Proposal Submittal Deadline. The Selection Committee shall examine the documentation submitted in the Proposals at a time thereafter. PROPOSERS shall provide the following information in the Proposal:

CHAPTER 1

- A. Cover Sheet

The cover sheet (included herein) shall clearly identify the following:

1. Title of RFQ and RFQ Number.
2. PROPOSER's name.
3. Name of Principal contact.
4. PROPOSER's Information (address, telephone number, email address and fax number).
5. PROPOSER shall indicate category being submitted for evaluation.

- B. Table of Contents

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

- C. Letter of Interest

1. Provide a Letter of Interest. It shall:
 - a. Indicate the firm's commitment to the project.

- b. Identifies the business entity, its background, main office(s), and office location that will service this contract.
 - c. Acknowledge and confirm the PROPOSER has been in continuous practice for a minimum of the immediate past ten (10) years, from the date that this RFQ is issued, in providing the services requested in this RFQ and is professionally licensed to practice engineering in the State of Florida.
2. Letter must be signed by an authorized agent of the firm and indicate the agent's title or authority.
 3. Limit the letter to three (3) pages.

D. Narrative

Provide in concise narrative form, the PROPOSER's understanding, of the proposed scope of services and any other information called for by the RFQ. The narrative shall discuss:

1. Methodology and Approach: Provide an understanding of the needs, goals and objectives as they relate to the work contemplated, and the PROPOSER overall approach to accomplishing such work.
2. Discuss the PROPOSER's personnel and Project Team (subconsultants), professional abilities to perform and manage the work.
3. The willingness to meet time and budget requirements.
4. Workload of the firm: Provide information on your firm or team current workload and how this project will fit into your current and expected workload. For the prime PROPOSER only, list similar current assignments both under contract and those selected but pending execution.

E. GSA Standard Form 330 – Engineer Qualifications

The PROPOSER shall complete GSA Standard Form 330, Architect-Engineer Qualifications (latest edition), to provide information to demonstrate the PROPOSER's competence and professional qualifications. The PROPOSER shall make note of the following:

1. Example Projects are those which best illustrate proposed team's qualifications for the scope of work for this RFQ described herein.

F. PROPOSER's Qualifications-Supplemental Form

PROPOSERS shall complete Form 1 provided in Section 5 of this RFQ. PROPOSERS are permitted to supply additional information that will assist the CITY in understanding the PROPOSER's organization.

G. Litigation History

In Form 1, PROPOSERS shall provide a summary of any litigation or arbitration that the PROPOSER, its parent company or its subsidiaries have been engaged in or are

currently engaged in, during the past five (5) years against or involving (1) any public entity in Florida for any amount (2) any private entity for an amount greater than \$100,000. The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The CITY may disqualify any PROPOSER it determines to be excessively litigious.

H. Criminal Conduct

In Form 1, PROPOSER shall provide a summary of any criminal activity, within the last five years of the company, officers, partners, key personnel, subsidiaries, or parent company related to the services described in this RFQ. The CITY may disqualify an PROPOSER on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition.

CHAPTER 2

I. Reference Forms

It is the responsibility of the PROPOSER to provide a minimum of three (3) different government agency references other than the CITY, with infrastructure similar in scope, size and complexity or greater, than those owned and managed by the City of Weston. Refer to Form 2 for information required and submit as instructed.

PROPOSER shall not utilize as references, any CITY employee, PROPOSER or CITY elected official. PROPOSER's use of such references may result in disqualification, at the discretion of the CITY.

The CITY considers references and performance reviews in the evaluation of PROPOSER's past performance.

CHAPTER 3

J. Financial Stability and Statements

PROPOSERS must demonstrate financial stability. PROPOSERS shall provide a statement of their financial stability, including information as to current or prior bankruptcy proceedings by providing the following:

1. A copy of the most recent audited annual financial statements containing a balance sheet, an income statement, and a statement of cash flows;
OR
2. Non-audited financial statements containing a balance sheet, an income statement, and a statement of cash flows plus a complete federal tax return for the last two (2) years.

Social Security and/or bank account numbers should be redacted on the statements/federal tax returns.

In lieu of submitting the above documentation, PROPOSER may submit alternative documentation that demonstrates their financial ability to perform the services described herein; however, a complete financial evaluation cannot be conducted without the above documentation.

In accordance with Section 32.11 of the City Code, the financial statements submitted in response to this RFQ are (**exempt** or **not exempt**) from public records pursuant to F.S. §119.071(1)(c), as this project (**does** or **does not**) meet the City Code definition of a public works project.

K. Insurance Statement

PROPOSER shall follow the instructions and submit a completed Insurance Statement Form 3.

CHAPTER 4

L. PROPOSER's Non-Collusion Certification

PROPOSER shall complete and execute the Non-Collusion Affidavit of PROPOSER (Form 4 provided in Section 5 of this RFQ).

M. Drug-Free Workplace

PROPOSER shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form 5 provided in Section 5 of this RFQ), shall be submitted with the RFQ response.

N. Addenda

PROPOSER shall complete and sign the Acknowledgment of Addenda (Form 6 provided in Section 5 of this RFQ) and include it in the Proposal in order to have the Proposal considered. In the event any PROPOSER fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

O. Independence Affidavit

PROPOSER shall list and describe its relationships with the CITY in accordance with Section 3.7 of the RFQ (Form 7 provided in Section 5 of this RFQ).

P. Scrutinized Companies

PROPOSER shall follow the instructions and submit a completed Scrutinized Companies Form 8. See Section 4.8 for further information on Scrutinized Companies.

Q. Public Entity Crimes

PROPOSER shall follow the instructions and submit a completed Public Entity Crimes Form 9.

R. E-Verify Affidavit

PROPOSER shall follow the instructions and submit a completed E-Verify Affidavit Form 10. See Section 4.11 for further information on E-Verify Affidavit.

S. Certification to Accuracy of Proposal

PROPOSER shall certify and attest, by executing Form 11 provided in Section 5 of this RFQ, that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

4.4 Qualification Evaluation

The Selection Committee shall examine the documentation submitted in the Proposal to determine the responsiveness of each PROPOSER and for compliance with the required minimum qualifications. Failure to provide the required information may disqualify any such Proposal as non-responsive and such Proposal may not be considered. The Selection Committee may disqualify any PROPOSERS that make exaggerated or false statements.

The evaluation of Proposals and the determination of conformity and acceptability shall be the sole responsibility of the Selection Committee. Such determination shall be based on information furnished by the PROPOSERS, as well as other information reasonably available to the CITY.

The Selection Committee may make such investigations as it deems necessary to determine the ability of the PROPOSER to perform the services and the PROPOSER shall furnish the CITY all such information for this purpose as the CITY may request before and during the Proposal period. The Selection Committee reserves the right to make additional inquiries, interview some or all PROPOSERS, make site visits, obtain credit reports, or any other action it deems necessary to fairly evaluate all PROPOSERS. The Selection Committee may at its sole discretion reject a PROPOSER or qualify a PROPOSER.

4.5 Responsiveness

The factors to be considered in determining the responsiveness of each PROPOSER include but are not limited to the following:

- A. Completion, accuracy and submission of all required documentation.
- B. Compliance with all requirements of the RFP, including adherence to all RFP instructions.
- C. Consistency of the offered goods or services as set forth in the Agreement.

D. Accuracy of mathematical calculations.

4.6 Responsibility

The factors to be considered in determining the responsibility of a PROPOSER shall include but not be limited to the following:

A. PROPOSERs past experience and performance.

B. Financial ability to perform the services described in the Agreement. Proposers must demonstrate financial stability. Proposers shall provide a statement of their financial stability, including information as to current or prior bankruptcy proceedings by providing the following:

1. A copy of the most recent audited annual financial statements containing a balance sheet, an income statement, and a statement of cash flows;

OR

2. Non-audited financial statements containing a balance sheet, an income statement, and a statement of cash flows plus a complete federal tax return for the last two (2) years.

Social Security and/or bank account numbers should be redacted on the statements/federal tax returns.

In lieu of submitting the above documentation, Proposer may submit alternative documentation that demonstrates their financial ability to perform the services described herein; however, a complete financial evaluation cannot be conducted without the above documentation.

C. The financial statements requested are developed into nine financial ratios which include the following:

1. Liquidity - measures a business's ability to cover its obligations, without having to borrow or invest money in the business.

2. Working Capital - measures liquid assets that provide a safety cushion to creditors.

3. Solvency - assesses a company's ability to meet its long-term obligations and therefore remain solvent and avoid bankruptcy.

4. Gross Margin - indicates the percentage of sales (revenue) dollars available for expenses and profit after the cost of materials is deducted from the sales (revenue).

5. Free Cash Flow - tells how much cash is left over from operations after a company pays for its capital expenditures.
6. Account Receivables – as a percentage of current assets, which will provide information about assets not yet received and therefore unavailable at the present time to be used as resources.
7. Receivables to Current Assets - receivables as a percentage of current assets that would reveal the size of receivables in current assets and the opportunity cost associated with it.
8. Long Term Debt - measurements representing the percentage of a corporation's assets that are financed with loans and financial obligations lasting more than one year.
9. Cash Ratio - an indicator of a company's liquidity by measuring the amount of cash, cash equivalents or invested funds there are in current assets to cover current liabilities.

****PROPOSERs will only be compared to other firms that submit a proposal, to determine *relative* positions of financial ability and stability. ****

4.7 Evaluation

- A. The Selection Committee shall convene at a publicly noticed meeting and collectively discuss and review the Proposals. Each member of the Selection Committee will evaluate and rank each Proposal in each of the categories listed below and compute a final ranking. The Director of Procurement will tally the final rankings and announce the final total ranking. A sample of the ranking forms used by the Selection Committee is included in Chapter 5 (Form 12) of this RFQ. Proposals will be evaluated and ranked based on, the following categories, (which shall be weighted equally:
 1. Location of PROPOSER's firm: Years in business, office location and licenses.
 2. Qualification of PROPOSER's Project Team: Describe the qualifications and relevant experience of each of the prime consultant's proposed key professional project team members, Subconsultants, joint ventures, including their pertinent training, skill and experience. PROPOSER approach and methodology to the scope of services.
 3. Past Performance: PROPOSER Firm's experience with providing professional engineering water, wastewater utility consultant for government agencies with infrastructure similar in scope, size and complexity or greater, than those owned and managed by the City of Weston.
 4. Workload: The PROPOSER recent, current, and projected workloads and willingness to meet time and budget requirements.

5. The volume of work previously awarded to PROPOSER: (Firms with no current agreements for professional engineering services with the CITY shall have a score/rank of 1. Firms with existing agreements continuing for professional engineering services agreements with the CITY shall have a score/rank of 2.
6. PROPOSER's financial ability to perform the services described in this RFQ.
7. Whether PROPOSER is a certified minority business enterprise.¹

In the event of a tie, CITY shall break the tie by drawing lots at a publicly noticed meeting.

Depending on the number of Proposals submitted, the Selection Committee may choose to short-list at minimum of at least three (3) PROPOSERS, and then may interview and rank the short-listed PROPOSERS. If the process proceeds to a second round of the short listed, the rankings in the prior round shall not carry forward. The Selection Committee shall begin a new ranking of short-listed PROPOSERS.

- B. In the second phase, the Selection Committee shall again convene at a publicly noticed meeting to interview the short-listed firms. The shortlisted firms will be invited to make presentations. Each member of the Selection Committee will evaluate and rank the shortlisted firm in each of the categories listed in this section.
 1. Qualification of PROPOSER's Project Team: Describe the qualifications and relevant experience of each of the prime consultant's proposed key professional project team members, Subconsultants, joint ventures, including their pertinent training, skill and experience. PROPOSER approach and methodology to the scope of services.
 2. Past Performance: PROPOSER Firm's experience with providing professional engineering water, wastewater utility consultant (as applicable) for government agencies with infrastructure similar in scope, size and complexity or greater, than those owned and managed by the City of Weston.
 3. Approach to the Project: PROPOSER Firm's approach to providing professional engineering water and wastewater utility consultant for government agencies with infrastructure similar in scope, size and complexity or greater, than those owned and managed by the City of Weston.

¹

This factor is included pursuant to Section 287.055, Florida Statutes. However, Broward County no longer certifies minority owned businesses because the state law provision governing such programs has been invalidated by a federal district court. *Florida A.G.C. Council, Inc. v. Florida*, 303 F. Supp. 2d 1307, 1316 (N.D. Fla. 2004). In addition, the City does not certify minority owned businesses because it has not engaged in past discrimination. See *Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989); *Engineering Consultants Association of South Fla. v. Metro. Dade County*, 122 F.3d 895, 906-910 (11th Cir. 1997).

4. Whether PROPOSER is a certified minority business enterprise.¹

In the event of a tie, CITY shall break the tie by drawing lots at a publicly noticed meeting.

Sample ranking forms used by the Selection Committee is included in this RFQ, as Form 12. Based on the final rankings resulting from the process described above, the Selection Committee will make a recommendation of the Selection Committee final rankings to the City Commission.

Subsequently, the City Commission may ratify or alter the Selection Committee's rankings, and the City Commission shall be requested to adopt a resolution authorizing the appropriate City Officials to execute an agreement(s) in the form attached to this RFQ (the "Agreement") with the top ranked PROPOSER(s). If the top ranked PROPOSER(s) is unable to execute an Agreement, then the next-ranked PROPOSER(s) will be selected to execute the Agreement. And so on, until an Agreement(s) is executed.

4.8 Protest Procedures

- A. Standing parties that are not actual PROPOSERS, including, but not limited to, subconsultants, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.
- B. Procedure
 1. Protest of Failure to qualify upon notification by the CITY that a PROPOSER is deemed non-responsive and/or non-responsible, the PROPOSER who is deemed non-responsive and/or non-responsible may file a protest with the City Clerk by close of business on the third Business Day after notification (excluding the day of notification) or any right to protest is forfeited. (City Hall hours are as follows: Monday-Thursday from 8:00 am to 5:30 pm and Friday from 8:00 am to 3:00 pm.)
 2. Protest of Award of Agreement: After a Notice of Intent to Award an Agreement is posted, any PROPOSER who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the City Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited. A Notice of Intent to Reject all Proposals is subject to the protest procedure.
 3. Content and filing the protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received by the City Clerk. The official clock at the City Hall reception desk shall govern.

4. Protest Bond: Any PROPOSER filing a protest shall simultaneously provide a Protest Bond to the CITY in the amount of ten thousand dollars (\$10,000). If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the CITY. The Protest Bond shall be in the form of a cashier's check.
5. Protest Committee: The Protest Committee shall review all protests. The City Manager shall appoint the members of the Protest Committee. No member of the City Commission shall serve on the Protest Committee. The City Attorney or designee shall serve as counsel to the Committee. The meeting of the Protest Committee shall be open to the public and all of the actual PROPOSERS shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken. If the Protest Committee denies the protest, the protester may appeal to the City Commission. All of the actual PROPOSERS shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the contract, or such other time as determined by the City Commission.
6. Stay of award of Agreement or RFQ Process: In the event of a timely protest, the City Manager shall stay the award of the Agreement or the RFQ process unless the City Manager determines that the award of the Agreement without delay or the continuation of the RFQ process is necessary to protect any substantial interest of the CITY. The continuation of the RFQ process or award under these circumstances shall not preempt or otherwise affect the protest.
7. Appeals to City Commission: Any actual PROPOSER who is aggrieved by a determination of the Protest Committee may appeal the determination to the City Commission by filing an appeal with the City Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the City Clerk.
8. Failure to file protest Any actual PROPOSER that does not formally protest or appeal in accordance with this Section shall not have standing to protest the City Commission's award.

4.9 Prohibitions

- A. Communication with CITY staff prohibited. PROPOSER is prohibited from communicating with any staff/CITY Consultants during the selection process except as noted herein.

1. Cone of Silence

- a. Pursuant to Section 32.10 of the City Code, there shall be no communication related to this RFQ between PROPOSER, including any lobbyist or any other Person on behalf of PROPOSER, and any member of the City Commission, or any member of the Selection Committee or Protest Committee (starting from the appointment of that Protest Committee Member), if any.
- b. The cone of silence shall not apply to written or oral communications with legal counsel for the CITY.
- c. This Section shall not prohibit any person from:
 - I. Making public presentations to the Selection Committee or Protest Committee, or to the City Commission, during any public meeting related to this RFQ;
 - II. Engaging in contract negotiations at a meeting of the Selection Committee, or with the City Commission during a public meeting; or
 - III. Communicating in writing with the person designated in this RFQ as the contact person for clarification or information related to this RFQ. The written communication, including any response thereto, shall be provided to any PROPOSER that has submitted a proposal.
- d. A cone of silence shall begin when first publicly noticed and shall terminate upon execution of the Agreement, a decision by the City Commission to reject all proposals, or the taking of other action that ends this RFQ solicitation.
- e. Any action in violation of this Section shall be cause for disqualification of the Consultant. The determination of a violation shall be made by the City Commission.

4.10 Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, a PROPOSER is ineligible to, and may not submit a Proposal for, or enter into or renew a contract with CITY for goods or services if at the time of submitting a Proposal for a new contract or renewal of an existing contract:

- A. for any contract amount, if the PROPOSER 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;
- B. if \$1 million or more and the PROPOSER 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

- C. if \$1 million or more and the PROPOSER is engaged in business operations in Cuba or Syria.

4.11 E-Verify Affidavit

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>.

By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

4.12 Foreign Gifts and Contracts

Pursuant to Section 286.101, Florida Statutes, any bidder or PROPOSER shall disclose in its response to the City as well as in any manner required by Section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the previous five years. A "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country. Any PROPOSER/bidder who fails to make such disclosure shall be disqualified and also may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation.

4.13 Negotiations

The CITY intends to conduct the first negotiation meeting after approval of the final ranking as recommended by the Selection or Evaluation Committee. At least one of the representatives for the recommended firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm, etc., until such time that all requirements of this RFQ and the City's Procurement Code have been met.

SECTION 5 – QUALIFICATION FORMS

The forms located in this section of the RFQ shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

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COVER SHEET

City of Weston
Indian Trace Development District
Bonaventure Development District

Request for Qualifications
RFQ No. 2022-16
CONTINUING PROFESSIONAL ENGINEERING SERVICES:
WATER AND WASTEWATER CONSULTANT

Proposal Submitted by:

Name of Consultant		
Name of Principal Contact		
Address		
City	State	Zip Code
Phone Number	Fax Number	
Email Address		

Signature of PROPOSER

Date

Print Name

Title

FORM 1

PROPOSER'S QUALIFICATIONS-SUPPLEMENTAL FORM

1. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of PROPOSER. Provide proof of the ability of the individuals so named to legally bind the PROPOSER.

Name	Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

If a corporation, in what state incorporated: _____

Date Incorporated: _____
Month Day Year

If a Joint Venture or Partnership, date of Agreement: _____

Name and address of all partners (state whether general or limited partnership):

If other than a corporation or partnership, describe organization and name of principals:

2. Indicate the number of years the PROPOSER has had successful experience in providing professional Civil Engineering services for local governments in Southeast Florida with infrastructure similar in scope, size and complexity or greater, than those owned and managed by the City of Weston.

Years: _____

3. County or Municipal Business Tax Receipt No.:

(Attach Copy)

Social Security or Federal ID No.

4. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed.

5. Have you ever failed to complete any work awarded to you? Yes _____ No _____
If so, note when, where and why.

6. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

7. Within the last five years, have you ever had a performance, payment or bid bond called?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

8. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

9. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

10. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
- Yes ___ No ___ If yes, attach a separate sheet of explanation.
11. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
- Yes ___ No ___ If yes, attach a separate sheet of explanation.
12. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
- Yes ___ No ___ If yes, attach a separate sheet of explanation.
13. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
- Yes ___ No ___ If yes, attach a separate sheet of explanation.
14. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
- Yes ___ No ___ If yes, attach a separate sheet of explanation.
15. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
- Yes ___ No ___ If yes, attach a separate sheet of explanation.
16. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
- Yes ___ No ___ If yes, attach a separate sheet of explanation.
17. Within the last five years, have you, any officer or partner of your organization or the organization entered into or are currently in a contract with, or received a grant or gift from, a Foreign Country of Concern, with a value of \$50,000 or more. A "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the

Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country.

Yes _____ No _____ If yes, attach a separate sheet of explanation.

Signature (Blue Ink Only)

Date

Print Name

Title

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FORM 2
CITY OF WESTON
PROPOSER REFERENCE FORM

PROPOSERs shall provide at least three references for similar work performed to show evidence of qualifications and previous experience. **This form SHALL be completed and signed by each of the PROPOSER's Reference.** (A fillable PDF of this form is available under "Selected Standard Bid Forms" at <https://www.westonfl.org/government/procurement>)

Solicitation Title: _____

Name of PROPOSER: _____

Bid/RFP/RFQ No: _____ Opening Date: _____

The above-mentioned company/firm has listed you as a project reference for the City of Weston solicitation cited above. Please provide the reference information as requested below.

1. Name of Reference (Person): _____

2. Name of Firm/Agency: _____

3. Title/Position: _____

4. Email Address: _____ Phone #: _____

5. What type of work or service has the PROPOSER performed for you or your agency and when?
Description of Work/Title of Project

	Approximate Completion (Month/Year)
--	--

6. What was the approximate contract value of this work? _____

7. Was the work generally completed on-time and within budget?
 Yes No

8. Did the PROPOSER meet the expectations and needs of the project? Yes No

9. Was the PROPOSER generally responsive to your requests? Yes No

10. Is there anything else you wish to let us know about this PROPOSER?

Signature of Reference: _____ Date: _____

FORM 3
INSURANCE STATEMENT

I have reviewed the insurance coverage requirements of the RFQ. I understand that within fourteen (14) calendar days of the date of the Notice of Award by the City Commission, the Consultant shall furnish to the CITY proof of insurance, in accordance with Section 2.4 stipulated in the Agreement document.

_____ Signature (Blue Ink Only)	_____ Date
_____ Print Name	_____ Title

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 4
NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other PROPOSER, firm, or person to fix the price or prices in the attached RFQ, or of any other PROPOSER or to fix any overhead, profit or cost element of the Proposal or the response of any other PROPOSER, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Weston, Florida, or any person interested in the proposed Agreement; and
5. The response to the attached RFQ is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 5
DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's 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. Give each employee engaged in providing the contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the 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 contendere 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.
5. Impose a sanction on, or require 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this PROPOSER complies fully with the above requirements.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 6
ACKNOWLEDGMENT OF ADDENDA

The PROPOSER hereby acknowledges the receipt of the following addenda issued by the CITY and incorporated into and made part of this RFQ. In the event the PROPOSER fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 7
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the PROPOSER that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, PROPOSER, subconsultant, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 8
SCRUTINIZED COMPANIES

The undersigned PROPOSER in accordance with Section 287.135, Florida Statutes, hereby certifies that:

PROPOSER is not participating in a boycott of Israel;

PROPOSER is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

PROPOSER does not have business operations in Cuba or Syria.

_____ Signature (Blue Ink Only)	_____ Date
_____ Print Name	_____ Title

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FORM 9
PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

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

1. This sworn statement is submitted with Bid, Proposal or contract No. _____

2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)

whose business address is: _____

Federal Identification Number
(FEIN) is: _____
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(print name of individual signing this document)

and my relationship to the entity is: _____

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

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of 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.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
(a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

FORM 9
PUBLIC ENTITY CRIMES(Continued)

- (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, share holders, 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.
7. I understand that a "person" as defined in §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 binds or applies to bids 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.
8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- a. _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- b. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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 and (Please indicate which additional statement applies)
1. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

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FORM 9
PUBLIC ENTITY CRIMES (Continued)

2. _____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
3. _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

Signature (Blue Ink Only)

Date

Print Name

Title

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FORM 10
E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>.

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

_____	_____
Signature (Blue Ink Only)	Date
_____	_____
Print Name	Title

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FORM 11
CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this CERTIFICATION TO ACCURACY OF PROPOSAL Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

Before me, the undersigned authority, on this day personally appeared _____, who, upon being duly sworn, deposes and says:

1. I am _____ of _____, the PROPOSER that has submitted the attached Proposal;
2. I _____ certify that I am authorized to sign this solicitation response on behalf of the PROPOSER as indicated in Form 1 as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the PROPOSER.
3. I am fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
4. I attest that all forms, affidavits, certifications, documents, statements, oral, written or otherwise submitted in support of this Proposal and included in this Proposal are true and accurate;
5. No information that should have been included in such forms, affidavits, certification and documents has been omitted; and
6. No information that is included in such Forms, Affidavits or documents is false or misleading.
7. I acknowledge that untruthful and incorrect statements made in support of the Vendor's response may be used by the City as a basis for rejection, rescission of the award, or termination of the Agreement, and that the City's rights and remedies set forth herein are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

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FORM 12
RFQ No. 2022-16
CONTINUING PROFESSIONAL ENGINEERING SERVICES:
WATER AND WASTEWATER CONSULTANT
SELECTION COMMITTEE RANKING (FIRST PHASE)
SAMPLE FORM

Proposals shall be ranked on the following Evaluation Criteria (Equally weighted)	Firm A	Firm B	Firm C	Firm D	Firm E
1. Location of PROPOSER’s firm: Years in business, office location and licenses.					
2. Qualification of PROPOSER’s Project Team: Describe the qualifications and relevant experience of each of the prime consultant’s proposed key professional project team members, Subconsultants, joint ventures, including their pertinent training, skill and experience. PROPOSER approach and methodology to the scope of services.					
3. Past Performance: PROPOSER Firm’s experience with providing professional engineering water, wastewater utility consultant (as applicable) for government agencies with infrastructure similar in scope, size and complexity or greater, than those owned and managed by the City of Weston.					
4. Workload: The PROPOSER recent, current, and projected workloads and willingness to meet time and budget requirements.					
5. The volume of work previously awarded to PROPOSER. (Firms with no current agreements for professional engineering services with the CITY shall have a score/rank of 1. Firms with existing agreements continuing for professional engineering services agreements with the CITY shall have a score/rank of 2.					
6. PROPOSER’s financial ability to perform the services described in this RFQ.					
7. Whether PROPOSER is a certified minority business enterprise.					
TOTAL					
FINAL RANKING					

Selection Committee Member

Signature

Date

FORM 12
(Continued)
RFQ No. 2022-16
CONTINUING PROFESSIONAL ENGINEERING SERVICES:
WATER AND WASTEWATER CONSULTANT

SELECTION COMMITTEE RANKING (SECOND PHASE)
SAMPLE FORM

Proposals shall be ranked on the following Evaluation Criteria (Equally weighted)	Firm A	Firm B	Firm C	Firm D	Firm E
1. Qualification of PROPOSER's Project Team: Describe the qualifications and relevant experience of each of the prime consultant's proposed key professional project team members, Subconsultants, joint ventures, including their pertinent training, skill and experience. PROPOSER approach and methodology to the scope of services.					
2. Past Performance: PROPOSER Firm's experience with providing professional engineering water, wastewater utility consultant (as applicable) for government agencies with infrastructure similar in scope, size and complexity or greater, than those owned and managed by the City of Weston.					
3. Approach to the Project: PROPOSER Firm's approach to providing professional engineering water and wastewater utility consultant for government agencies with infrastructure similar in scope, size and complexity or greater, than those owned and managed by the City of Weston.					
4. Whether PROPOSER is a certified minority business enterprise.					
TOTAL					
FINAL RANKING					

Selection Committee Member

Signature

Date

SECTION 6 – AGREEMENT

The agreement located in this Section of the RFQ is the form of the agreement that will be utilized, with the successful PROPOSER. The City reserves the right to award or not to award in the best interests of the City.

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AGREEMENT
AMONG THE
THE CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT
AND

FOR
CONTINUING PROFESSIONAL ENGINEERING SERVICES
WATER & WASTEWATER CONSULTANT

RFQ. 2022-16

This Agreement, is made and entered into the ____ day of _____, 20__ among the City of Weston, a Florida municipal corporation, Indian Trace Development District and Bonaventure Development District (collectively "CITY"), and _____ ("CONSULTANT") for Continuing Professional Engineering Services: Water and Wastewater Consultant Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, the CITY, pursuant to Section 287.055, Florida Statutes, solicited proposals from CONSULTANTS to perform Continuing Professional Engineering Services: Water and Wastewater Consultant Services ("Services"); and

WHEREAS, proposals were evaluated and ranked by a Selection Committee; and

WHEREAS, the City Commission has selected the CONSULTANT to perform Services on an on-going, as needed basis, and at the sole discretion of the CITY; and

WHEREAS, on _____, the CITY enacted Resolution No. _____, which ratified or altered the ranking of the Proposals and authorized the City Manager to execute an Agreement with the CONSULTANT, _____; and

WHEREAS, CITY and CONSULTANT desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

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SECTION 1
GENERAL INFORMATION

- 1.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend until March 31, 2025. After the initial term, the Contract may be extended for one (1) additional three-year period by mutual agreement of the parties. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term.
- 1.2 This Agreement may be terminated for cause by action of the City Commission if Consultant is in breach and has not corrected the breach within 30 days after written notice from CITY identifying the breach, or for convenience by action of the City Commission upon not less than 30 days written notice by the City Manager. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.
- A. This Agreement may be terminated for cause by CONSULTANT if CITY is in breach and has not corrected the breach within 60 days after written notice from CONSULTANT identifying the breach.
 - B. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
 - C. Notice of termination shall be provided in accordance with Section 8.14(G.) NOTICES of this Agreement except that notice of termination by the City Manager which the City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 8.14(G.) NOTICES of this Agreement.
 - D. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONSULTANT acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONSULTANT, is given as specific consideration to CONSULTANT for CITY'S right to terminate this Agreement for convenience.
 - E. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. The CITY shall be liable only for payment pursuant to the Compensation provisions of this Agreement for services rendered before the effective date of termination that were performed in accordance with the manner of performance set forth in the Agreement. In no event shall CITY be liable to CONSULTANT for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

F. This Agreement may be terminated by the CITY if the CONSULTANT is found to have submitted a false certification, Form 8, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, 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, or has been engaged in business operations in Cuba or Syria.

1.3 This Agreement is based on the General Information set forth herein and incorporates the Request for Qualifications for Continuing Professional Engineering Services: Water & Wastewater Consultant for ("RFQ"), attached hereto and made a part hereof, as Exhibit A; and the CONSULTANT's Compensation Rate Schedule, attached hereto and made a part hereof as Exhibit B.

CONSULTANT shall provide professional engineering services to include but not limited to following:

A. Water and Wastewater Consultant Services – professional engineering services specifically relating to the planning, design, construction and maintenance of the CITY's potable water and wastewater infrastructure. Specialties and expertise shall include the development of water and wastewater master plans, water and wastewater modelling and related work, metering, water quality, peer review, regulatory compliance monitoring, permitting, rates and fees studies, bond feasibility, annual engineering reports, resiliency and sustainability and other related water and wastewater projects, studies, data acquisition and analysis.

CITY's Authorized Representative: The City Manager or his designee.

1.4 The CITY will provide a Request for Quotation based on a scope of work. The scope of work of the desired service shall be determined by the CITY. CONSULTANT'S proposal for the scope of work shall further define the scope of work, project timing, fees, and reimbursables. The CONSULTANT'S proposal, including schedule, detailed scope of work, fees, reimbursables, and sub-consultants will be approved, rejected, or negotiated by the CITY.

1.5 CONSULTANT shall obtain a signed Work Authorization or other forms of written approval prior to commencement of Services. City shall not be responsible for payment for any work done without a signed Work Authorization.

1.6 If work is approved or not approved, the CITY shall not be responsible for CONSULTANT'S cost related to the preparation and submittal of scope of work proposals.

SECTION 2 CONSULTANT'S RESPONSIBILITIES

2.1 The CONSULTANT shall provide the professional services as set forth in this Agreement and Exhibits thereto.

- 2.2 The CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by CONSULTANTS practicing in the same or similar locality under the same or similar circumstances. The CONSULTANT shall perform services as expeditiously as is consistent with such professional skill and care and orderly progress of the Project.
- 2.3 The CONSULTANT shall identify a representative authorized to act on behalf of the CONSULTANT with respect to the Project.
- 2.4 The CONSULTANT shall maintain the following insurance for the duration of this Agreement, the cost of which shall be included in the CONSULTANT's compensation.

A. Standards of Insurance

1. Before performing any Work, Consultant shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City. No changes shall be made to these specifications without prior written specific approval by the City.
2. All policies required by this contract, with the exception of Workers' Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name "City of Weston" as Additional Insured during the project and for a minimum of five (5) years following the project completion and acceptance by the City or no more restrictive than ISO form CG 20 37 (07 04). Waiver of subrogation in favor of the City of Weston is required on all policies except Workers' Compensation. The CITY shall be named as additional insured on all policies except worker's compensation and professional liability.
3. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
4. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
5. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
6. CONSULTANT is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
7. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.

8. Certificates of Insurance evidencing conditions to this agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT's insurance company and CITY as soon as practicable after notice to the insured.
10. CONSULTANT agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONSULTANT'S insurance shall be Primary and non-contributory.
11. CONSULTANT is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

B. Specific Coverage

1. Workers Compensation: CONSULTANT shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included.

Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event CONSULTANT has "leased" employees, CONSULTANT must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

2. CONSULTANT is responsible for the Workers' Compensation of any and all subconsultants, including leased employees, used by CONSULTANT. Evidence of workers' compensation insurance coverage for all subconsultants, including leased employees, must be submitted prior to any work being performed.
3. Commercial General Liability: CONSULTANT shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.

4. Business Automobile Liability: CONSULTANT shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
5. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.
6. Professional Liability: CONSULTANT shall maintain Professional Liability insurance for both the CONSULTANT and any professionals required to carry professional licenses. The policy shall be written at a limit of not less than \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate.

2.5 Errors and Omissions

The CONSULTANT shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient design work due to his errors and omissions without cost to CITY upon the request of the CITY for five years after the date of acceptance of the SERVICES by the CITY, when judged to have been in error by a court of competent jurisdiction. CONSULTANT shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the CITY for work performed does not constitute a waiver of this provision.

2.6 CONSULTANT'S Basic Services

CONSULTANT agrees to provide complete professional engineering including the applicable Basic Services in accordance with all applicable federal, state, county and CITY, laws, codes ordinances and regulations. CONSULTANT shall maintain an adequate staff of qualified personnel on the Work at all times to ensure its performance as specified in the Agreement.

When submitting documents to the CITY, the CONSULTANT shall also submit, at no additional cost to the CITY, three (3) hard copies and documents in an electronic format in MS-Word, Excel, PDF and AutoCAD latest versions.

CONSULTANT may be required to perform all or some of the services presented in this Agreement, depending on the needs of the CITY for a particular project.

A. Studies and Reports

1. Identify and analyze requirements of governmental authorities having jurisdiction to approve portions of the project.
2. Evaluate various alternate solutions available to the CITY if described in the Work Authorization. After consultation with the CITY, recommend to CITY

those solutions which, in CONSULTANT'S professional judgment, best meet CITY'S requirements for the project.

B. Statement of Probable Construction Cost

A Statement of Probable Construction Cost, prepared in Construction Standard Index (CSI) format, to include a summary of the estimated project cost. Such summary shall be in sufficient detail to identify the costs of each element and include a breakdown of the fees, general conditions and construction contingency. Such evaluation shall comprise a brief description of the basis for estimated costs per each element and similar project unit costs. Costs shall be adjusted to the projected bid date.

Any "Statement of Probable Construction Costs" prepared by CONSULTANT represents a reasonable estimate of cost in CONSULTANT's best judgment as a professional familiar with the local construction industry, industry recognized publications, historical price lists, or services estimating the current cost of comparable construction in South Florida.

C. Value Engineering

Recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds, in the event that the Statement of Probable Construction Costs exceeds allocated funds, the CONSULTANT shall update its documentation, at no additional cost to the CITY, to reflect this reduced scope.

D. Engineering Design Phase

1. On the basis of selection by the CITY of the recommended solution, or modified solution agreed upon by CITY and CONSULTANT, prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. Based on the information contained in the preliminary design documents provide an updated Statement of Probable Construction Cost. If Statement of Probable Construction Cost exceeds allocated funds, CONSULTANT shall prepare recommendations for reducing the scope in order to bring the estimated costs within allocated funds. CONSULTANT shall update its documentation, at no additional cost to the CITY, to reflect this reduced scope.
3. Furnish preliminary design documents to and review them with the CITY within the stipulated period indicated in the Work Authorization and proposal.
4. CITY reserves the right to conduct a peer review of the project documents at any design stage. Cost of such a peer review would be borne by CITY. Any findings as a result of said peer review would be addressed by CONSULTANT, and if requested by CITY, would be incorporated into the design documents, at no additional cost to CITY.

5. For the purpose of payment to the CONSULTANT, services under the preliminary design Phase will be considered complete when the preliminary design documents have been accepted by the CITY as complete.
6. If the Project involves construction or demolition, the CONSULTANT shall prepare, from the approved Preliminary Design, modifications or changes, and construction documents consisting of working drawings and specifications setting forth in detail the work required for the civil, environmental, structural, mechanical, electrical, site, and other work, and the necessary bidding information, general conditions, supplementary conditions and proposal forms. The CONSULTANT shall submit to the CITY one (1) electronic set of all documents and three (3) copies of the Construction Documents, and a further revised Statement of Probable Construction Cost.
7. CONSULTANT shall include in construction documents requirement that Construction Consultant provide a final survey of the project by a Registered Surveyor and provide marked up construction drawings to CONSULTANT so the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY.
8. Prior to final approval of the construction documents by the CITY, the CONSULTANT shall conduct a preliminary check of any work products to ensure compliance with requirements of applicable agencies from which a permit or other approval is required.
9. CONSULTANT shall file and follow-up for all permits at the earliest practicable time during the design phase, the necessary portions of the construction documents for approval by applicable authorities having jurisdiction over the Project by law or contract with the CITY and shall assist in obtaining any such applicable certifications of permit approval by such authorities prior to approval by the CITY of the final set and printing of the Construction Documents. The CONSULTANT shall promptly advise the CITY of any substantial increases in costs set forth in the Statement of Probable Construction Cost that in the opinion of the CONSULTANT is caused by the requirement(s) of such.
10. CONSULTANT shall prepare all support documents to accompany any necessary permit applications. In addition to the required sets of bid documents, CONSULTANT shall provide, at no additional cost to the CITY, all necessary sets of sealed plans for permit applications. CONSULTANT shall respond to all technical questions from regulatory agencies. CONSULTANT shall modify, at no additional cost to the CITY, Construction Documents in order to acquire the necessary permits.
11. Should any component of the design or report not meet applicable regulations or codes in effect at the time of completion of design, the CONSULTANT shall redesign with no additional cost to the CITY.

12. Designing to Construction Cost Limit - If a construction cost limit is established by the CITY, such construction cost limit shall be set forth in the Work Authorization to the CONSULTANT. The written acceptance by the CITY at any time of a written Statement of Probable Construction Cost in excess of the then established construction cost limit will constitute a corresponding increase in the construction cost limit.
13. The CONSULTANT shall signify his responsibility for the construction documents prepared pursuant to this AGREEMENT by affixing his signature, date and seal thereto as required by Chapters 471 and 481, Florida Statutes.
14. When submitting documents to the CITY, the CONSULTANT shall also submit, at no additional cost to the CITY, three (3) hard copies and documents in an electronic format in WORD, Excel, PDF and AutoCAD latest versions.
15. CONSULTANT'S services under the design phase will be considered complete when the construction and bid documents are delivered to and accepted by the CITY, and finally complete when the CADD drawings in DXF format are delivered to and accepted by the CITY.

E. Bidding Phase

1. The CONSULTANT shall attend all pre-bid conferences, prepare and distribute minutes.
2. The CONSULTANT shall prepare Addenda as appropriate to clarify, correct, or change Bid Documents
3. If Pre-Qualification of bidders is required as set forth in the Request for Quotation, CONSULTANT shall assist CITY in developing qualification criteria, review qualifications of prospective bidders, and recommend acceptance or rejection of the prospective bidders
4. Should the lowest responsible, responsive bid meeting specifications exceed CONSULTANT'S Statement of Probable Construction Cost by 10% or more, CONSULTANT shall, at the CITY'S direction, redesign the Project at their actual cost with no overhead and profit added.
5. For the purpose of payment to the CONSULTANT, the Bidding Phase will terminate and the services of the CONSULTANT for this phase will be considered complete upon signing of an Agreement with a Contractor, or cancellation of the project by the CITY prior to signing of agreement with a Contractor. Rejection of bids by the CITY does not constitute cancellation of the project.

F. Construction Phase - General Administration of Construction Documents

1. To the extent provided by the Work Authorization, the CONSULTANT shall make recommendations to the CITY on all claims of the CITY and Consultant regarding interpretation of the construction documents, and on all other matters relating to the execution and progress of the work. The CONSULTANT shall check and approve samples, schedules, shop drawings, and other submissions for conformance with the concept of the Project, and for compliance with the information given by the Construction Documents, prepare Change Orders, assemble written guarantees required of the CONSULTANT, and approve progress payments to the CONSULTANT based on the Project Schedule of Values and percent of completion of Work.
2. The CONSULTANT shall carefully review and examine the CONSULTANT's Schedule of Values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced Schedule of Values which allocates greater value to certain elements of the services that is indicated by industry standards, supporting documentation, or data.
3. If the Schedule of Values is not found to be appropriate, it shall be returned to the CONSULTANT for revision or supporting documentation. After making such examination, when the Schedule of Values is found to be appropriate, the CONSULTANT shall sign the Schedule of Values thereby indicating their informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the CONSULTANT.
4. The CONSULTANT shall conduct a pre-construction meeting with the CONSULTANT, the CITY, and utility companies; prepare and distribute minutes of the meeting.
5. The CONSULTANT shall make inspections of the Work based on the type and frequency defined in the Scope of Work on which the CONSULTANT quoted. CONSULTANT'S inspections shall determine the progress and quality of the Work, and whether the Work is proceeding in accordance with the Construction Documents. CONSULTANT will provide the CITY with a written report of each inspection in order to inform the CITY of the progress of the Work. CONSULTANT shall endeavor to guard the CITY against defects and deficiencies in the work of CONSULTANT's, and make written recommendation to the CITY that work fails to conform to the Construction Documents. Based on such inspections, and the CONSULTANT's Applications for Payment, he will recommend the amount owing to the CONSULTANT, and will issue Certificates for Payment in such amount. These Certifications will constitute a representation to the CITY, based on such inspections and the data comprising the Application for Payment, that the work has progressed to the point indicated. By issuing a Certificate for Payment, the CONSULTANT will also represent to the CITY that, to the best of his knowledge, information, and belief, based on what his inspections have revealed, the work is in accordance with the Construction Documents. He will conduct inspections to determine the dates of substantial and final completion and recommend the issuance of a final Certificate for Payment. All inspections and Certificates of

Payment provided by CONSULTANT shall be sufficient to provide all certifications required by applicable agencies.

6. The CONSULTANT shall revise the Construction Drawings and submit record drawings or corrected CADD drawings to the CITY to show those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the Consultant.
7. The CONSULTANT shall attend regularly scheduled Progress Meetings on site, if included in the Scope of Work, prepare and distribute minutes.
8. The CONSULTANT shall prepare construction Change Orders for the CITY'S approval. CONSULTANT shall not authorize any changes in services or time, no matter how minor, without prior written approval of CITY.
9. Should CONSULTANT approve progress payments to CONSULTANT in excess of the value of the Work performed, and the Consultant defaults leaving insufficient funds to complete the Work, CONSULTANT shall reimburse the CITY for the difference between the amount of the progress payment actually approved and the amount which should have been approved.
10. If any portion of the work is covered, based on approval of CONSULTANT, without the CITY'S and Building Official's inspection and approval, the CITY'S representative may direct that portion of the work uncovered for inspection. If that portion of the work uncovered is not defective and is in accordance with the plans and specifications, CONSULTANT shall bear the cost of uncovering and covering the work. If that portion of the work uncovered is defective or not in accordance with the plans and specifications, the Consultant shall bear the cost of uncovering, repairing, and covering the Work.
11. For the purpose of payment to CONSULTANT, the Construction Phase shall be considered complete upon compilation of punch list by CONSULTANT, written notification to Consultant by CONSULTANT of all documents, training, record drawings, releases of lien, and written recommendation by CONSULTANT of final payment.
12. CONSULTANT shall have no authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by the construction consultant or for safety precautions and programs incident to the work of the construction consultant.

SECTION 3 ADDITIONAL SERVICES

If it should become necessary for the CITY to request CONSULTANT to render any additional services to either supplement the Services described in this RFQ or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work agreed to by both parties shall be based on a lump sum as mutually agreed upon between the CONSULTANT and CITY.

SECTION 4
CITY'S RESPONSIBILITIES

- 4.1 The CITY shall identify a representative authorized to act on the CITY's behalf with respect to the Project.
- 4.2 The CITY shall assist CONSULTANT by placing at its disposal all available information for the Project, whenever reasonably possible.
- 4.3 The CITY shall provide the CONSULTANT access to the Project related areas.
- 4.4 The CITY shall reimburse the CONSULTANT for applicable permit application fees.

SECTION 5
COPYRIGHTS AND LICENSES
OWNERSHIP OF DOCUMENTS

Unless otherwise provided by law, any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of 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 City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

All subcontracts for the preparation of reports, photographs, surveys and other data and documents entered into by CONSULTANT for a specific project shall provide that all documents and rights obtained by virtue of such contracts shall become the property of CITY.

SECTION 6
COMPENSATION

- 6.1 The amount of compensation payable by CITY to CONSULTANT shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by CONSULTANT as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONSULTANT that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONSULTANT for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONSULTANT'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.
 - A. The hourly billing rates for services of the CONSULTANT, and the CONSULTANT's sub-consultants if any, are set forth in Exhibit B. Beginning on October 1, 2023 and each October 1st thereafter, CONSULTANT shall receive an annual adjustment in the hourly rates established in the Fee Schedule. The adjustment to hourly rates shall be based on the annual change in the February Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West

Palm Beach Area, 1982-84=100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

- B. CONSULTANT may submit an invoice for compensation, developed and agreed upon by City Manager and CONSULTANT, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- B. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- C. Payment shall be made to CONSULTANT in accordance with the local government prompt payment act as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.

SECTION 7 INDEMNIFICATION

- 7.1 CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the services under this Agreement.
- 7.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- 7.3 The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and the City Attorney, any sums due CONSULTANT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

SECTION 8
MISCELLANEOUS

- 8.1 Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.
- 8.2 Audit and Inspection Rights, Retention of Records:
- A. CITY shall have the right to audit the books, records and accounts of CONSULTANT that are related to this Agreement. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
 - B. CONSULTANT agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONSULTANT receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.
 - C. Such retention of such records and documents shall be at CONSULTANT'S expense.
 - D. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT'S records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. 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.
 - E. CONSULTANT shall respond to the reasonable inquiries of successor CONSULTANT(S) and allow successor CONSULTANT(S) to receive working papers relating to matters of continuing significance.
 - F. CONSULTANT shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONSULTANT'S services.
- 8.3 Public Records: CONSULTANT shall comply with The Florida Public Records Act as follows:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- B. Upon request by the City's records custodian, 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.
- C. 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 term.
- D. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONSULTANT shall be delivered by CONSULTANT to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONSULTANT 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 to the CITY upon completion or termination of this Agreement, CONSULTANT shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. CONSULTANT'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City Of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.

8.4 Policy of Non-Discrimination: CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

8.5 Public Entity Crime Act:

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONSULTANT, CONSULTANT or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONSULTANT, supplier, SUBCONSULTANT, or CONSULTANT

under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from CITY'S competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" 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.

8.6 Third Party Beneficiaries: Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

8.7 Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: Donald P. Decker, City Manager/CEO
Weston City Hall
17200 Royal Palm Boulevard
Weston, Florida 33326

With a copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

CONSULTANT: _____

- 8.8 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONSULTANT, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. In addition, CONSULTANT shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such subconsultants shall be included in the Proposal. If additional subconsultants are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subconsultant shall be provided to the City Manager, subject to his approval.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFQ and to provide and perform such services to CITY'S satisfaction for the agreed compensation. CONSULTANT shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 8.9 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 related to its performance under this Agreement.

In the event CONSULTANT is permitted to utilize SUBCONSULTANT to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subconsultants, by written contract, from having any conflicts within the meaning of this section.

- 8.10 Contingency Fee. 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 a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 8.11 Materiality and Waiver of Breach. CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. 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.
- 8.12 Compliance with Laws. CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

- 8.13 Severance. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 8.14 Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 8.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.
- 8.16 Applicable Law and Venue; Attorneys Fees and Costs. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury, including advisory juries, for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- 8.17 Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 8.18 Prior Agreements. This Agreement and its attachments constitute the entire agreement between CONSULTANT and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and 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. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 8.17 above.

- 8.19 Drug-Free Workplace. CONSULTANT shall maintain a drug-free workplace.
- 8.20 Incorporation by Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 8.21 Multiple Originals. This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 8.22 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 8.23 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.
- 8.24 Survival of Provisions. Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 8.25 Truth-in-Negotiation Certificate. Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the CITY determines 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 one year following the end of this Agreement.
- 8.26 Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the CITY, upon written notice to CONSULTANT of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the CITY.
- 8.27 Representative Designated for Each Party. The CITY designates the City Manager or designee as the person to whom all communications pertaining to the day-to-day operations of this Agreement shall be addressed. CONSULTANT shall inform the CITY representative in writing of the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.
- 8.28 Default
- A. An event of default shall mean a breach of this Agreement by the CONSULTANT. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

1. CONSULTANT has not performed services on a timely basis;
 2. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
 3. CONSULTANT has become insolvent or has assigned the proceeds received for the benefit of the CONSULTANT's creditors, or the CONSULTANT has taken advantage of any insolvency statute or debtor/creditor law or if the CONSULTANT's affairs have been put in the hands of a receiver;
 4. CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
 5. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.
- B. In the event CONSULTANT fails to comply with the provisions of this Agreement the CITY may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT a reasonable time to cure the default. In no event shall the time period for curing the defect exceed fifteen (15) business days unless otherwise agreed to by the parties. If the CONSULTANT fails to cure the default, compensation will only be for any completed professional services. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the CITY within ten (10) days after notice that these sums are due. Nothing in this Section shall limit the CITY's right to terminate, at any time, pursuant to this Agreement.
- C. In an Event of Default, the CONSULTANT shall be liable for all damages resulting from the default, including but not limited to:
1. lost funding, and
 2. the difference between the cost associated with procuring services and the amount actually expended by the CITY, including procurement and administrative costs.
 3. the CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

8.29 Independent Contractor

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT pursuant to this Agreement shall be subject to the supervision of CONSULTANT. In providing such services, neither CONSULTANT nor its agents shall act as officers, employees or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. This Agreement shall not constitute or make the parties a partnership or joint venture.

8.30 E-Verify

CONSULTANT shall comply with Section 448.095, Florida Statutes, "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Florida Statutes shall result in termination of this Agreement. Pursuant to Section 448.095, Florida Statutes, any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. Pursuant to Section 448.095, Florida Statutes, if this Agreement is terminated for a violation of the statute by CONSULTANT, CONSULTANT may not be awarded a public contract for a period of 1 year after the date of termination.

8.31 CITY and CONSULTANT agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT, (COLLECTIVELY "CITY") AND _____ FOR RFQ NO. 2022-16 FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES: WATER AND WASTEWATER CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 20__; and _____ authorized to execute same.

CITY OF WESTON,
through its City Commission

By: _____
Margaret Brown, Mayor

ATTEST:

____ day of _____, 2023

Patricia A. Bates, MMC, City Clerk

By: _____
Donald P. Decker, City Manager /CEO

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

____ day of _____, 2023

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

____ day of _____, 2023

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT, (COLLECTIVELY "CITY") AND _____ FOR RFQ NO. 2022-16 FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES: WATER AND WASTEWATER CONSULTANT.

INDIAN TRACE DEVELOPMENT DISTRICT

By: _____
Margaret Brown, Chair

_____ day of _____, 2023

ATTEST:

Patricia A. Bates, MMC, District Clerk

By: _____
Donald P. Decker, District Manager /CEO

_____ day of _____, 2023

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

(DISTRICT SEAL)

By: _____
Jamie Alan Cole, District Attorney

_____ day of _____, 2023

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT, (COLLECTIVELY "CITY") AND _____ FOR RFQ NO. 2022-16 FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES: WATER AND WASTEWATER CONSULTANT.

BONAVENTURE DEVELOPMENT DISTRICT

By: _____
Margaret Brown, Chair

_____ day of _____, 2023

ATTEST:

Patricia A. Bates, MMC, District Clerk

By: _____
Donald P. Decker, District Manager /CEO

_____ day of _____, 2023

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

(DISTRICT SEAL)

By: _____
Jamie Alan Cole, District Attorney

_____ day of _____, 2023

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT, (COLLECTIVELY "CITY") AND _____ FOR RFQ NO. 2022-16 FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES: WATER AND WASTEWATER CONSULTANT.

CONSULTANT:

By: _____

_____ day of _____, 20____