



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

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PROFESSIONAL ENGINEERING DESIGN SERVICES  
BONAVENTURE BOULEVARD BICYCLE LANES - INDIAN TRACE TO SR-84

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REQUEST FOR QUALIFICATIONS  
NO. 2023-11

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

REQUEST FOR QUALIFICATIONS (RFQ) NO. 2023-11

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PROFESSIONAL ENGINEERING DESIGN SERVICES  
BONAVENTURE BOULEVARD BICYCLE LANES - INDIAN TRACE TO SR-84

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SOLICITATION DOCUMENTS:

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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:

PROFESSIONAL ENGINEERING DESIGN SERVICES  
BONAVENTURE BOULEVARD BICYCLE LANES - INDIAN TRACE TO SR-84  
REQUEST FOR QUALIFICATIONS ("RFQ") NO. 2023-11

Pursuant to Section 287.055, Florida Statutes, the CITY requests proposals from qualified experienced firms to provide professional engineering design services for additional bicycle lanes to the outside northbound (NB) and southbound (SB) through lanes of Bonaventure Boulevard from Indian Trace north to SR 84 located within the City of Weston, in accordance with Section 287.055 Florida Statutes, as amended from time to time, under a continuing services contract, on an as needed basis.

This project includes widening, milling, resurfacing, striping, and signing of Bonaventure Boulevard from Indian Trace north to SR 84 to provide a 5' wide bike lane and 4' wide bike lane keyholes (at some locations where the existing right of way or utility poles do not permit a 5' wide bike lane) on both sides of Bonaventure Boulevard. The proposed bike lane will end 100 ft. south of the existing crosswalks on the approaching travel lanes to the roundabouts at Saddle Club Road and Blatt Boulevard and will begin after the existing crosswalks on the departing travel lanes of the roundabouts. The approximate length of the project is 9,200 linear feet.

This is a Local Agency Program (LAP) Project, managed by the City of Weston with oversight provided by FDOT. Partial Federal funding is provided and therefore all LAP requirements must be followed.

All PROPOSERS are advised that the CITY has NOT authorized the use of CITY's seal by individuals or entities responding to the CITY's RFQ, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

### QUALIFICATIONS

PROPOSERS shall be professionally licensed to practice engineering in the State of Florida. PROPOSERS shall have been in continuous practice for a minimum of the immediate past ten (10) years and shall have completed bicycle lane design services for government agencies in Southeast Florida for projects similar in scope, size and complexity or greater as those services required in this solicitation. The PROPOSER should have experience with FDOT LAP Projects and shall be FDOT pre-qualified as specified within.

### NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference shall be held virtually on **November 16, 2023 at 3:00 p.m.** local time. Connect to the Live Event link via Cisco Webex:

Event:	Pre-Bid for RFQ No.2023-11: Professional Engineering Design Services, Bonaventure Boulevard Bicycle Lanes, Indian Trace to SR-84
Event address for attendees:	<a href="https://westonfl.webex.com/westonfl/j.php?MTID=m6749ac1eda7b36a53ec4a2eedfd685a8">https://westonfl.webex.com/westonfl/j.php?MTID=m6749ac1eda7b36a53ec4a2eedfd685a8</a> You may also connect to: <a href="http://www.webex.com">www.webex.com</a> <ul style="list-style-type: none"> <li>• Click "Join a Meeting"</li> <li>• Enter Event/Meeting Number</li> </ul>
Date and Time:	Thursday November 16, 2023 at 3:00 P.M. Eastern Standard Time (New York, GMT-05:00)
Event Number:	2318 358 5967
Event Password:	weston (937866 from phones and video systems)
Audio conference:	Join by phone 415-655-0001 US Toll 231 835 85967 (from phones)

### PROPOSAL SUBMITTAL DEADLINE

Sealed proposals shall be received by the Director of Procurement until **2:00 p.m. local time, on November 30, 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.2023-11: Professional Engineering Design Services, Bonaventure Blvd Bicycle Lanes, Indian Trace to SR-84
Event address for attendees:	<a href="https://westonfl.webex.com/westonfl/j.php?MTID=m706b80cc484828c720049eee07e25232">https://westonfl.webex.com/westonfl/j.php?MTID=m706b80cc484828c720049eee07e25232</a> You may also connect to: <a href="http://www.webex.com">www.webex.com</a> <ul style="list-style-type: none"> <li>• Click "Join a Meeting"</li> <li>• Enter Event/Meeting Number</li> </ul>
Date and Time:	Thursday, November 30, 2023 at 2:00 PM Eastern Standard Time (New York, GMT-05:00)
Event Number:	2310 014 0403
Event Password:	weston (937866 from phones and video systems)
Audio conference:	Join by phone 415-655-0001 US Toll 231 001 40403 (from phones)

### AVAILABILITY OF RFQ DOCUMENTS

Interested parties may download a copy of RFQ No. 2023-11 for Professional Engineering Design Services: Bonaventure Boulevard Bicycle Lanes - Indian Trace to SR-84 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>.

## LOCAL AGENCY PROGRAM (LAP) PROJECT

This is a Local Agency Program (LAP) Project, managed by the City of Weston with oversight provided by FDOT. Partial Federal funding is provided and therefore all LAP requirements must be followed. FDOT has established an aspiration goal of 10.65% DBE usage and an additional 3% non-DBE Small Business usage for the subject Project. Refer to Section 3.26 of the RFQ document for further details.

### PROCUREMENT SCHEDULE

The following table represent the planned schedule of procurement activities. Additional information can be found in throughout the RFQ document.

Date of Advertisement	November 3, 2023
Non-Mandatory Pre-Proposal Conference	November 16, 2023 @10:00 am
Last Day for Questions	November 25, 2023 @ 4:00pm
Proposal Submittal Deadline	November 30, 2023 @ 2:00 pm
Selection Committee Meeting	TBD
Negotiations Meeting	TBD
Selection Committee Meeting	TBD
Negotiations Meeting	TBD
Intent to Award	TBD
City Commission Approval	TBD
Targeted NTP to PROPOSER	March 1, 2024
End Date of Contract	March 1, 2025

### 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](mailto:mperezgarviso@westonfl.org), with "RFQ No. 2023-11 for Professional Engineering Design Services: Bonaventure Boulevard Bicycle Lanes - Indian Trace to SR-84" in the subject line by 4:00 p.m., local time by the date indicated in the Procurement schedule.

### CONE OF SILENCE

A cone of silence is imposed upon publication of this Notice to Proposers (See Section 4.9 of the RFQ). 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

Ryan Fernandes, Director of Technology Services, Selection Committee Member;  
Kara Petty, Director of Parks and Recreation, Selection Committee Member;  
Thaddeus Bielecki, Director of Landscaping, Selection Committee Member;  
Bryan Cahen, Director of Budget, 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 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: November 3, 2023

## 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 design services for additional bicycle lanes to the outside northbound (NB) and southbound (SB) through lanes of Bonaventure Boulevard from Indian Trace north to SR 84 located within the City of Weston, in accordance with Section 287.055 Florida Statutes, as amended from time to time, under a continuing services contract, on an as needed basis.

This project includes widening, milling, resurfacing, striping, and signing of Bonaventure Boulevard from Indian Trace north to SR 84 to provide a 5' wide bike lane and 4' wide bike lane keyholes (at some locations where the existing right of way or utility poles do not permit a 5' wide bike lane) on both sides of Bonaventure Boulevard. The proposed bike lane will end 100 ft. south of the existing crosswalks on the approaching travel lanes to the roundabouts at Saddle Club Road and Blatt Boulevard and will begin after the existing crosswalks on the departing travel lanes of the roundabouts. The approximate length of the project is 9,200 linear feet.

This is a Local Agency Program (LAP) Project, managed by the City of Weston with oversight provided by FDOT. Partial Federal funding is provided and therefore all LAP requirements must be followed.

All PROPOSERS are advised that the CITY has **NOT** authorized the use of CITY's seal by individuals or entities responding to the CITY's RFQ, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

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.

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

#### 2.2 Scope of Services

The PROPOSER shall provide the CITY with complete signed and sealed plans, specifications, reports, studies, and any other applicable necessary for a complete design. Any and all plans, specifications, reports, studies, and documentation, must be produced to Florida Greenbook Standards, LAP Specifications, City of Weston requirements and any other applicable manual, guideline, or standard. The PROPOSER will be expected to provide some or all of the following Services (but not limited to): Preparation of topographic survey, design plans, subsurface engineering/utility locations, geotechnical reports, schedules, temporary traffic control plans, technical specifications and cost estimates for construction. The PROPOSER will also be required to respond to and incorporate design comments from regulatory agencies including both the CITY and FDOT. They will also

provide bidding assistance and post-design services for the project. Submittals will be required at the 30%, 60%, 90% and Final plans phases. AutoCAD Civil 3D files to be provided as requested by the CITY throughout the design process and at the final plans submittal. All design services including required permits from all applicable agencies shall be completed within 365 Calendar Days from the Notice to Proceed.

### 2.3 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. PROPOSERS shall have been in continuous practice for a minimum of the immediate past ten (10) years and shall have completed bicycle lane design services for government agencies in Southeast Florida for projects similar in scope, size and complexity or greater as those services required in this solicitation.
- 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.
- D. FDOT Pre-Qualification is required in the following FDOT Work Types:

Major Work Type: 3.1

Minor Work Types: 7.1, 7.2, 7.3, 8.2, 9.1 and 9.2

The PROPOSER must be qualified in all major work types listed, sub consultants/subcontractors may be used to satisfy the qualifications in the minor work types.

### 2.4 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. PROPOSER's 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](mailto:Mperezgarviso@westonfl.org) with "RFQ No. 2023-11 for Professional Engineering Design Services: Bonaventure Boulevard Bicycle Lanes - Indian Trace to SR-84" 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 6 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 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 6 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 6 of this RFQ and as described in Section 4 of the RFQ. Consultant's failure to include the affidavit shall result in disqualification.

### 3.24 Determination of Allowable Costs

A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under the contract.

### 3.25 Federal Funding Requirements

Because this project receives federal funding, the Local Agency Program Federal Aid Terms for Professional Service Contracts (FDOT Form 375-040-84) applies and is incorporated as part of this RFQ and subsequent contract. The form has been included with this RFQ as Form 16.

### 3.26 Disadvantaged Business Enterprises

It is the policy of FDOT to encourage the participation of small businesses and disadvantaged business enterprises ("DBE") in all facets of the business activities of FDOT, consistent with applicable laws and regulations. FDOT has established an aspiration goal of 10.65% DBE usage and an additional 3% non-DBE Small Business usage for the subject

Project. Firms proposing for this Project shall aspire to have 10.65% or more of the total contract costs performed by DBEs, and an additional three percent (3%) or more of the total contract costs performed by non-DBE small businesses. Although not a contract requirement, FDOT believes that the aforementioned aspiration goal can realistically be achieved based on current availability of DBEs and small businesses. FDOT further believes that the 13.65% overall goal can be achieved through race neutral means, using standard competitive procurement processes. Pursuant to the provisions of Section 339.0805, Florida Statutes, and Rule 14.78.005, Florida Administrative Code, FDOT has adopted rules to provide certified DBEs opportunities to participate in the business activities of FDOT as vendors, contractors, subcontractors, and consultants. FDOT has adopted the DBE definition set forth in Code 49 of Federal Regulations Section 26.5.

### 3.27 Bid Opportunity

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both DBE's and non-DBEs. Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtm>. FDOT Form 275-030-11 DBE Bid Package Information is included with this RFQ as Form 17.

### 3.28 Lobbying Activities

The PROPOSER shall submit a completed copy of the Certification for Disclosure of Lobbying Activities Form (FDOT Form No. 375-030-33) and as applicable Disclosure of Lobbying Activities, Form (FDOT Form No. 375-030-34) as required by 49 CFR, Section 20.

### 3.29 Debarment, Suspension, Ineligibility and Voluntary Exclusion

The PROPOSER shall submit a completed copy of the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form, FDOT Form No. 375-030-32 as required by 49 CFR, Section 29.

### 3.30 CONSULTANT Performance Evaluation

For Federal Aid Projects the CITY is required to conduct a performance evaluation of the Vendor at the completion of the project. A sample Performance Evaluation Form is attached as form. The form will be kept on file with the City and it will be shared with any Agency requesting a future reference on the Successful Proposer.

### 3.31 Truth in Negotiation

The PROPOSER shall submit a completed copy of the Truth in Negotiations Form (FDOT Form No. 375-030-30).

### 3.32 Conflict of Interest

No official or employee of the CITY who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with this project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for the CITY in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project.

Per 23 CFR 1.33, Paragraph 14f of the LAP Agreement - Neither the CITY nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the CITY or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the CITY, the CITY, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the CITY or the locality relating to such contract, subcontract or arrangement. The CITY shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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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. 2023-11 for Professional Engineering Design Services: Bonaventure Boulevard Bicycle Lanes - Indian Trace to SR-84, Consultant's name, address and the name and telephone number of the Consultant's specific contact person. The Proposal shall contain one (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 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) Certification for Disclosure of Lobbying Activities Form (FDOT Form No. 375-030-33) (Form 12) Disclosure of Lobbying Activities, Form (FDOT Form No. 375-030-34) as applicable. (Form 13) Debarment, Suspension, Ineligibility and Voluntary Exclusion Form, FDOT Form No. 375-030-32 as required by 49 CFR, Section 29 (Form 14)

#### 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 bicycle lane design services for government agencies in Southeast Florida for projects similar in scope, size and complexity or greater as those services required in this solicitation 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. The Narrative contains information that mirrors the scoring and selection criteria. It should be limited to six (6) pages (three (3) double-sided sheets). It should be presented in the same order as shown below.

The narrative shall discuss:

1. Understanding of the Scope. Provide a summary of the scope of work and any challenges that can be foreseen. Identify tasks or activities that need to be completed to achieve the deliverables mentioned within. Explain how any challenges would be addressed and mitigated.
  2. Experience and Past Performance. Discuss the experience of the firm and subconsultants on similar projects with similar scopes of work. Provide any lessons learned from representative experience that could be applied to this project.
  3. Key Personnel and Qualifications. Discuss key personnel (Prime and subconsultants) being proposed, their experience on similar scopes of work, and their expertise or training that make them aptly suited for this project.
  4. Overall Approach and Methodology. Discuss the overall approach to accomplishing the scope of work. Include the management of personnel, management of the project, and quality control and quality assurance methods.
- 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 6 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 a 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 6 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 6 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 6 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 6 of this RFQ).

P. Scrutinized Companies

PROPOSER shall follow the instructions and submit a completed Scrutinized Companies Form 8. See Section 4.10 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 6 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.

T. Certification for Disclosure of Lobbying Activities

PROPOSER shall follow the instructions and submit a completed Certification for Disclosure of Lobbying Activities Form (FDOT Form No. 375-030-33) and as applicable Disclosure of Lobbying Activities, Form (FDOT Form No. 375-030-34) as required by 49 CFR, Section 20. These are included as Forms 12 and 13.

U. Debarment, Suspension, Ineligibility and Voluntary Exclusion

The PROPOSER shall submit a completed copy of the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form, FDOT Form No. 375-030-32 as required by 49 CFR, Section 29. This is included as Form 14.

V. Truth in Negotiations

The PROPOSER shall submit a completed copy of the Truth in Negotiations Form, FDOT Form No. 375-030-30. This is included as Form 15.

#### 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, 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 RFQ, including adherence to all RFQ 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 score each Proposal in each of the categories listed below and compute a final scoring. The Director of Procurement will tally the final scores and announce the final total ranking. A sample of the ranking forms used by the Selection Committee is included in Chapter 6 (Form 19) of this RFQ.



Understanding of the Scope	15 Points maximum
Experience and Past Performance	30 Points maximum
Key Personnel and Qualifications	30 Points maximum
Overall Approach and Methodology	25 Points maximum

In the event of a tie, CITY shall break the tie by comparing the scores of the Experience and Past Performance section first, the Key Personnel and Qualification second, then the Overall Approach and Methodology section.

- B. If at least 3 proposals are submitted, the City may at the discretion of the Selection Committee, choose to short-list a minimum of at least three (3) PROPOSERS. These short-listed proposers will then be asked to prepare a presentation that will be followed by a question-and-answer session. If the process proceeds to a presentation by the short-listed proposers, the scoring from the initial evaluation will not carry forward. The Selection Committee shall begin a new scoring of short-listed PROPOSERS.
- C. If presentations are requested, the Selection Committee shall again convene at a publicly noticed meeting to review presentations of the short-listed firms. Each member of the Selection Committee will evaluate and score the shortlisted firm in each of the categories listed in this section.

Experience and Past Performance	20 Points maximum
Key Personnel and Qualifications	20 Points maximum
Overall Approach and Methodology	20 Points maximum

In the event of a tie, CITY shall break the tie by comparing the scores of the Experience and Past Performance section first, the Key Personnel and Qualification second, then the Overall Approach and Methodology section.

- D. 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 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 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 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 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.

#### 4.14 Social, Political, or Ideological Interests

PROPOSER's social, political, or ideological interests shall not be considered when determining responsiveness and/or responsibility of bid submittal.

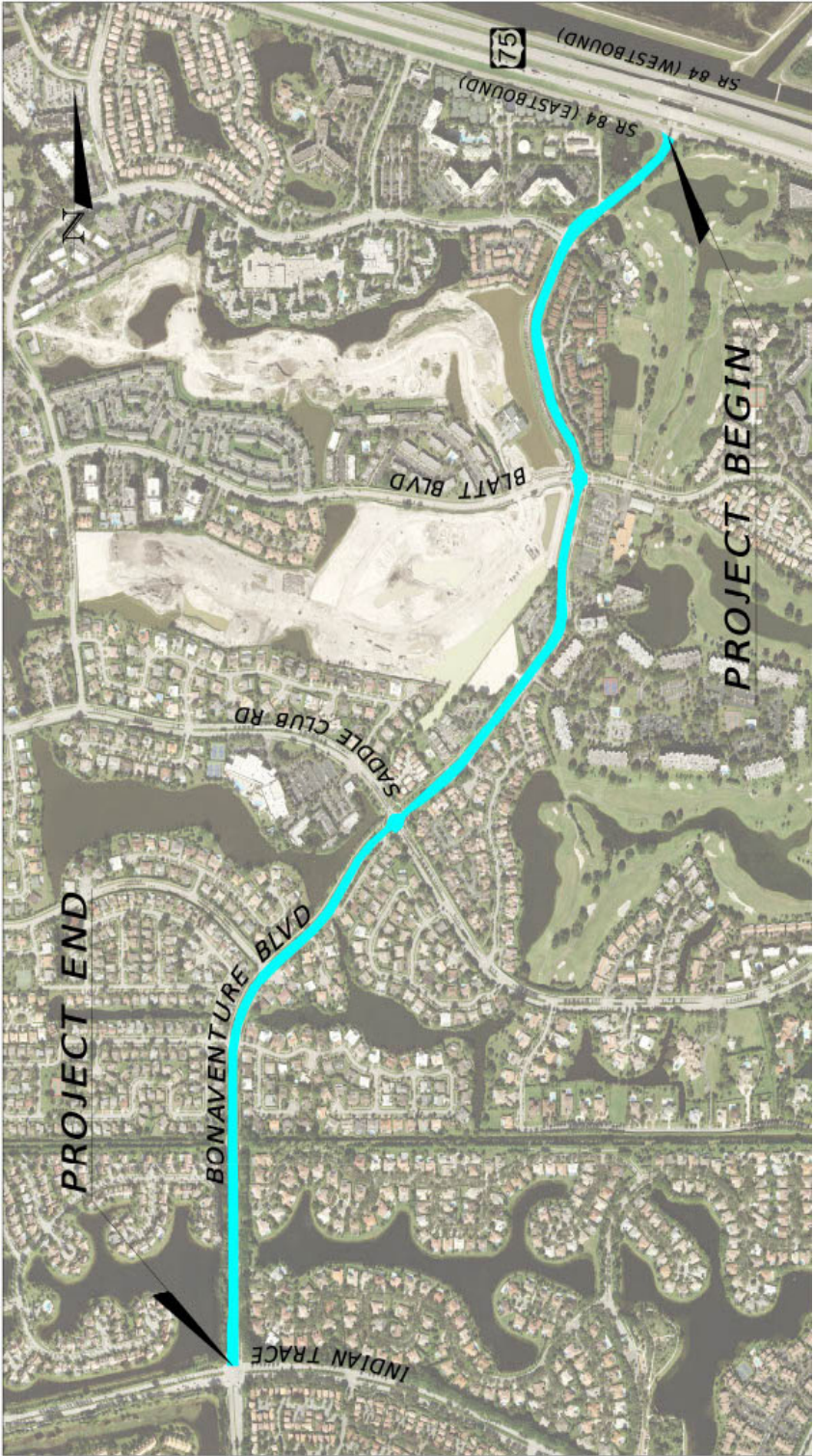
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## SECTION 5 – ATTACHMENTS

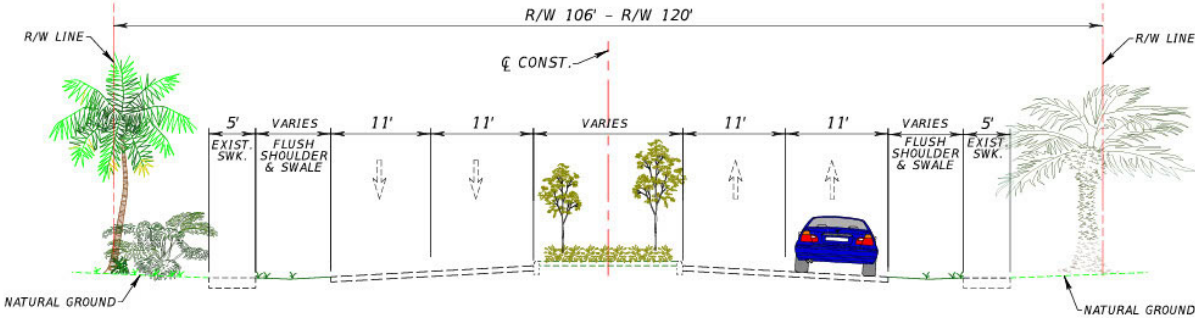
The attachments located in this section of the RFQ are for informational purposes.

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ATTACHMENT  
PROJECT LOCATION MAP



ATTACHMENT  
EXISTING TYPICAL SECTION

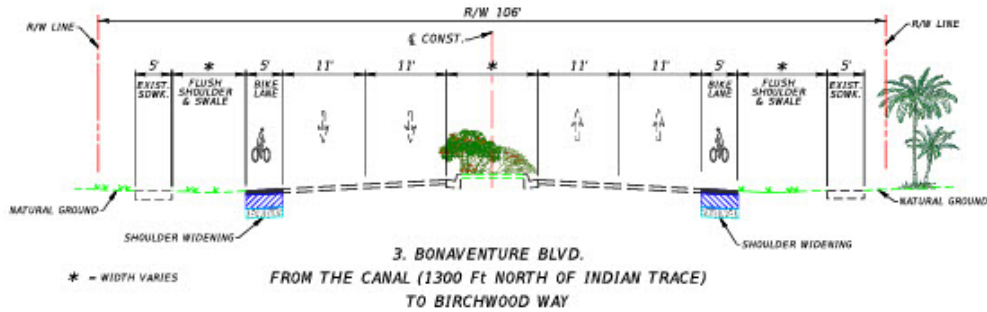
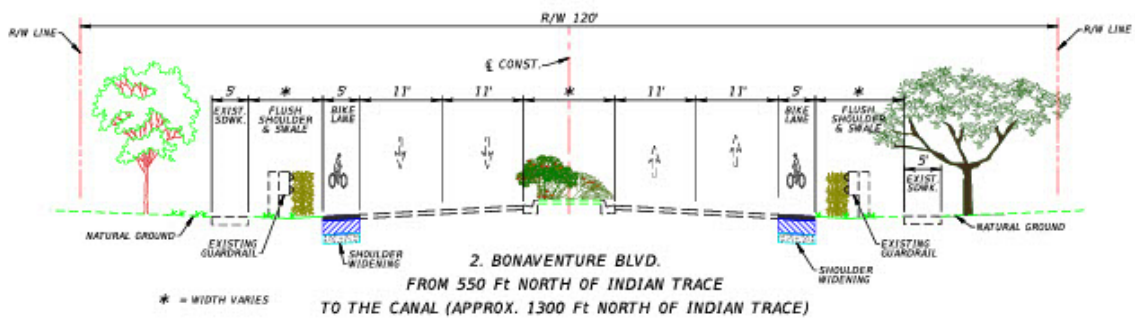
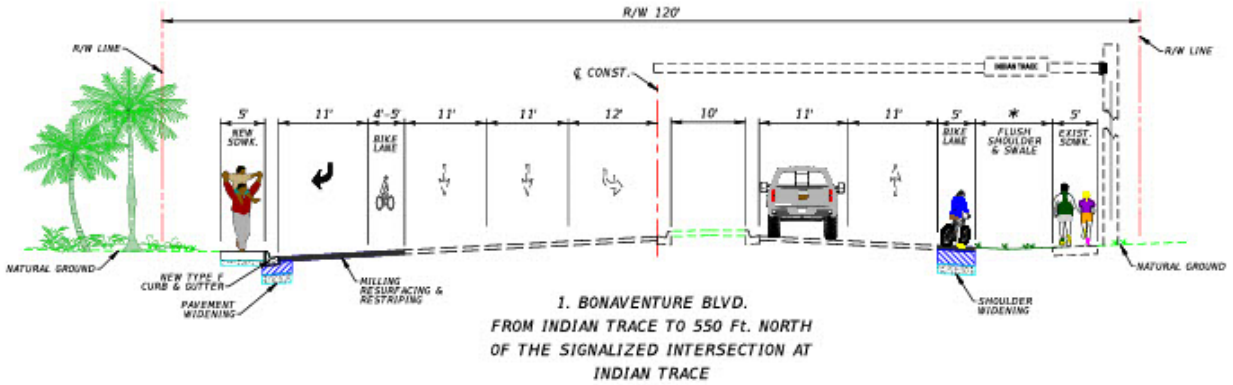


EXISTING TYPICAL

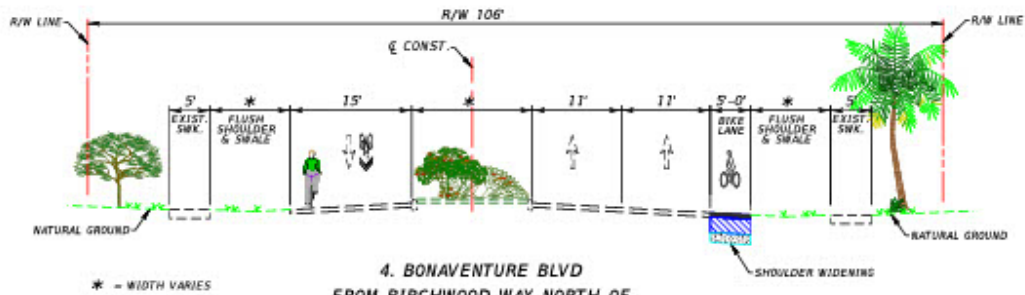
BONAVENTURE BLVD.  
FROM INDIAN TRACE NORTH TO SR 84



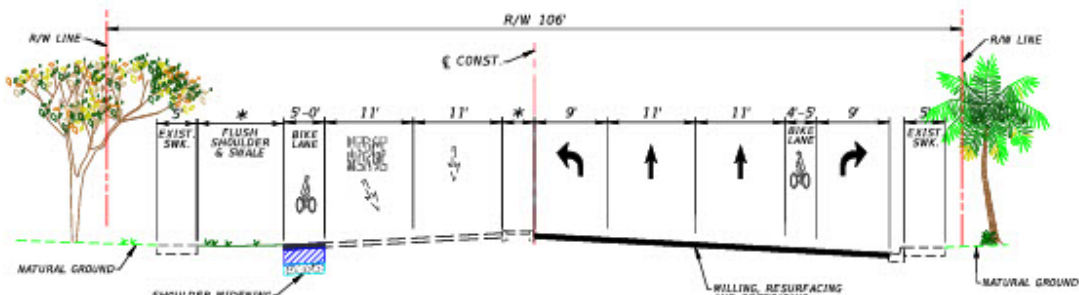
# ATTACHMENT PROPOSED TYPICAL SECTION



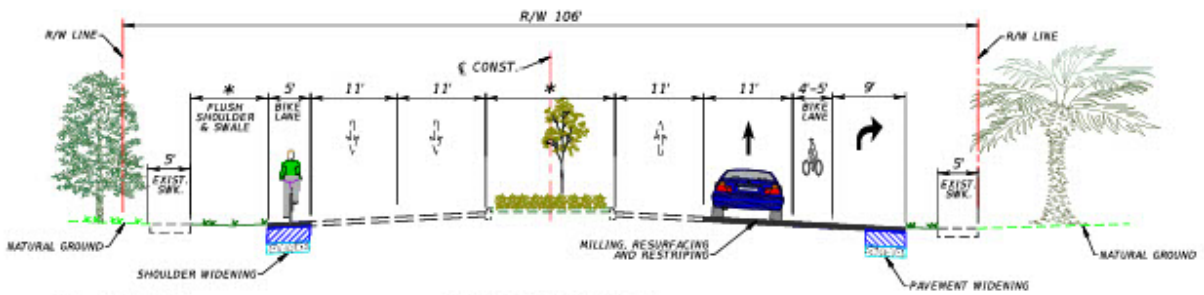
# ATTACHMENT PROPOSED TYPICAL SECTION



**4. BONAVENTURE BLVD  
FROM BIRCHWOOD WAY NORTH OF  
THE ROUNDABOUT AT SADDLE CLUB RD**

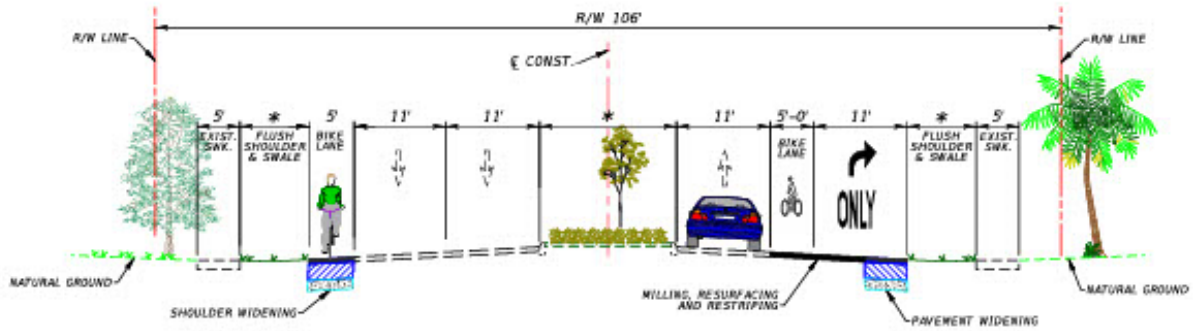


**5. BONAVENTURE BLVD  
FROM THE ROUNDABOUT AT SADDLE CLUB RD  
NORTH TO VILLAGE LAKE DRIVE**



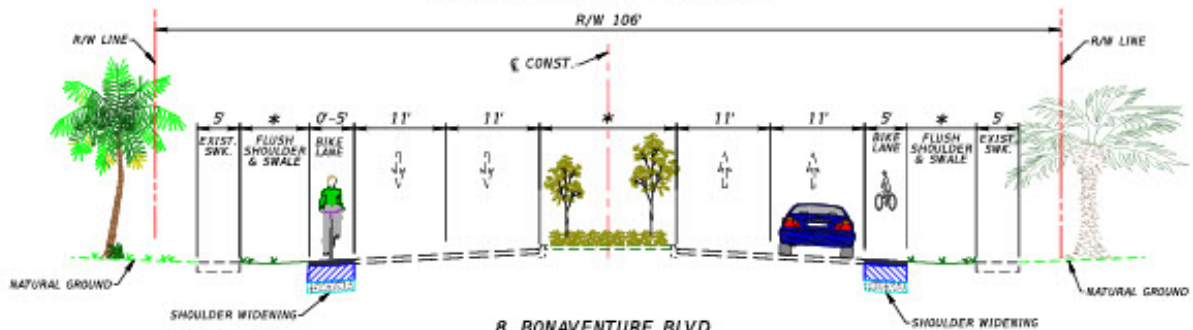
**6. BONAVENTURE BLVD.  
FROM VILLAGE LAKE DRIVE  
TO MALLORY COURT**

ATTACHMENT  
PROPOSED TYPICAL SECTION



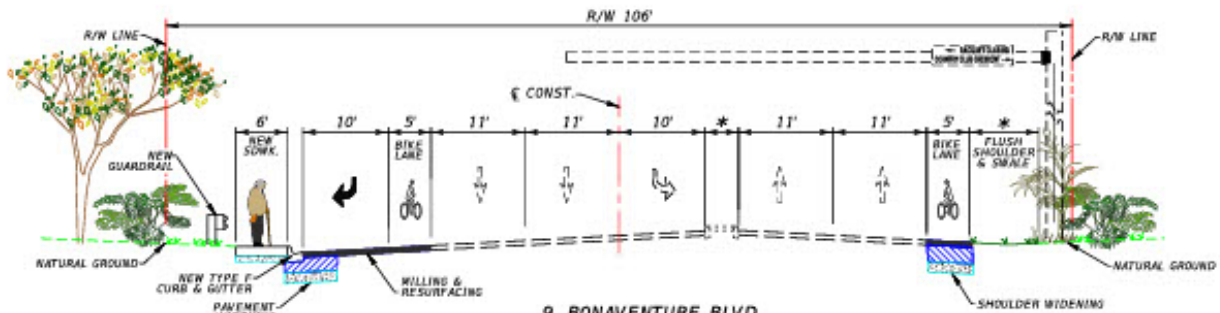
7. BONAVENTURE BLVD.  
FROM MALLORY COURT NORTH  
TO THE ROUNDABOUT AT BLATT BLVD.

\* = WIDTH VARIES



8. BONAVENTURE BLVD.  
FROM THE ROUNDABOUT AT BLATT BLVD.  
TO RACQUET CLUB ROAD

\* = WIDTH VARIES



9. BONAVENTURE BLVD.  
FROM THE SIGNALIZED INTERSECTION AT  
RACQUET CLUB ROAD NORTH TO S.R. 84

\* = WIDTH VARIES

## SECTION 6 – FORMS

Forms 1 to 15 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. 2023-11  
Professional Engineering Design Services:  
Bonaventure Boulevard Bicycle Lanes - Indian Trace to SR-84

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 government agencies in Southeast Florida for projects similar in scope, size and complexity or greater as those services required in this solicitation. Years: \_\_\_\_\_

3. County or Municipal Business Tax Receipt No.: \_\_\_\_\_ Social Security or Federal ID No. \_\_\_\_\_

(Attach Copy)

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.

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

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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.

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Signature (Blue Ink Only)

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Date

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Print Name

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Title



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 References.** (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"):

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\_\_\_\_\_  
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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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



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)

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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 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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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 11  
CERTIFICATION TO ACCURACY OF PROPOSAL  
(Continued)

I understand that I am swearing or affirming under oath to the truthfulness of the matters set forth above and that the intentional making of a false statement under oath constitutes perjury under Florida law.

Signature (Blue Ink Only)	Date
Print Name	Title

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

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_.

*(Name of person acknowledging) (Title)*

for \_\_\_\_\_.  
*(Company Name)*

(NOTARY SEAL)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINT, TYPE or STAMP NAME OF NOTARY

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of identification Produced \_\_\_\_\_

FORM 12  
CERTIFICATION FOR DISCLOSURE OF LOBBYING  
FDOT Form 375-030-33

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

375-030-33  
PROCUREMENT  
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: \_\_\_\_\_

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

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

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

FORM 13  
DISCLOSURE OF LOBBYING (AS NECESSARY)  
FDOT Form 375-030-34

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
PROCUREMENT  
02/16

Is this form applicable to your firm?  
YES  NO   
If *no*, then please complete section 4  
below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

FORM 13  
DISCLOSURE OF LOBBYING (AS NECESSARY - CONTINUED)  
FDOT Form 375-030-34

375-030-34  
PROCUREMENT  
04/14  
Page 2 of 2

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation to Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



FORM 14  
DEBARMENT  
FDOT Form 375-030-32

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**  
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32  
PROCUREMENT  
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: \_\_\_\_\_

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

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

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

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

FORM 15  
TRUTH IN NEGOTIATIONS  
FDOT Form 375-030-34

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRUTH IN NEGOTIATION CERTIFICATION**

375-030-30  
PROCUREMENT  
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

\_\_\_\_\_  
Name of Consultant

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

\_\_\_\_\_  
Date

FORM 16  
LAP FEDERAL AID TERMS  
FDOT Form 375-040-84

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS

375-040-84  
PROGRAM MANAGEMENT  
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**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX II):**

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

FORM 16  
LAP FEDERAL AID TERMS (continued)  
FDOT Form 375-040-84

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS

375-040-84  
PROGRAM MANAGEMENT  
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issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

"The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate."

Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

FORM 16  
LAP FEDERAL AID TERMS (continued)  
FDOT Form 375-040-84

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS

375-040-84  
PROGRAM MANAGEMENT  
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Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

FORM 17  
BID OPPORTUNITY  
FDOT Form 275-030-11

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DBE BID PACKAGE INFORMATION**

275-030-11  
EQUAL OPPORTUNITY OFFICE  
09/19  
Page 1 of 2

**DBE Utilization**

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

**DBE Reporting**

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact [EOOHelp@dot.state.fl.us](mailto:EOOHelp@dot.state.fl.us).

**Bid Opportunity List**

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both DBE's and non-DBEs.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtml>.

FORM 17  
BID OPPORTUNITY (continued)  
FDOT Form 275-030-11

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DBE BID PACKAGE INFORMATION**

275-030-11  
EQUAL OPPORTUNITY OFFICE  
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**DBE/AA Plans**

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "\_\_\_" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: [eeoforms@dot.state.fl.us](mailto:eeoforms@dot.state.fl.us).

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

FORM 18  
CONSULTANT PERFORMANCE EVALUATION

CONSULTANT PERFORMANCE EVALUATION	
<b>Name of Consultant:</b>	<b>Rating key :</b> Excellent (E) Good (G) Poor (P) Very Good (VG) Acceptable (A) Not Applicable (NA)
<b>Name of Project:</b>	
<b>Project Description:</b>	
<b>Category</b>	<b>Rating</b>
A. Knowledge of department needs	
B. Cooperation with department, public, other agencies	
C. Adequacy of personnel, supervision and management	
E. Clarity of work	
F. Support calculations, data, reports	
G. Completion of work within contract budget	
H. Accurate billing records	
I. Overall quality, accuracy and competence	
<b>Rater:</b> Project Manager/Engineer (signature required)	
<b>Reviewer:</b> Preconstruction/ Construction Engineer (signature required)	
<b>Remarks:</b>	



FORM 19  
RFQ No. 2023-11  
PROFESSIONAL ENGINEERING DESIGN SERVICES:  
BONAVENTURE BOULEVARD BICYCLE LANES - INDIAN TRACE TO SR-84  
SELECTION COMMITTEE RANKING  
SAMPLE FORM

Proposals shall be ranked on the following Evaluation Criteria	Firm A	Firm B	Firm C	Firm D	Firm E
1. Understanding of Scope (15 Points max)					
2. Experience and Past Performance (30 points max)					
3. Key Personnel and Qualifications (30 points max)					
4. Overall Approach and Methodology (25 points max)					
TOTAL (100 points max)					
FINAL RANKING					

\_\_\_\_\_  
Selection Committee Member

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

FORM 19  
 (Continued)  
 RFQ No. 2023-11  
 PROFESSIONAL ENGINEERING DESIGN SERVICES:  
 BONAVENTURE BOULEVARD BICYCLE LANES - INDIAN TRACE TO SR-84  
 SELECTION COMMITTEE RANKING  
 (PRESENTATION PHASE)  
 SAMPLE FORM

Proposals shall be ranked on the following Evaluation Criteria	Firm A	Firm B	Firm C	Firm D	Firm E
1. Experience and Past Performance (20 points max)					
2. Key Personnel and Qualifications (20 points max)					
3. Overall Approach and Methodology (20 points max)					
TOTAL (60 points max)					
FINAL RANKING					

\_\_\_\_\_  
 Selection Committee Member

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

## SECTION 7 – 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

AGREEMENT

AMONG THE

THE CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

AND

---

FOR

PROFESSIONAL ENGINEERING DESIGN SERVICES

BONAVENTURE BOULEVARD BICYCLE LANES - INDIAN TRACE TO SR-84

RFQ NO. 2023-11

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 Professional Engineering Design Services: Bonaventure Boulevard Bicycle Lanes - Indian Trace to SR-84 ("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 for Professional Engineering Design Services: Bonaventure Boulevard Bicycle Lanes - Indian Trace to SR-84 ("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:

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 the development of the design services for additional bicycle lanes are completed in full and final payment is made to the CONSULTANT. 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 8.7, 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 8.7, 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 Professional Engineering Design Services Bonaventure Boulevard Bicycle Lanes - Indian Trace to SR-84 for ("RFQ"), attached hereto and made a part hereof, as Exhibit A.

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

- A. Complete signed and sealed plans, specifications, reports, studies, and any other applicable necessary for a complete design. Any and all plans, specifications, reports, studies, and documentation, must be produced to Florida Greenbook Standards, LAP Specifications, City of Weston requirements and any other applicable manual, guideline, or standard. They will be expected to provide some or all of the following Services (but not limited to): Preparation of topographic survey, design plans, subsurface engineering/utility locations, geotechnical reports, schedules, temporary traffic control plans, technical specifications and cost estimates for construction, FDOT LAP certification and documentation assistance, bidding assistance, and post-design services for the project. A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under the contract. Submittals will be required at the 30%, 60%, 90% and Final plans phases. AutoCAD Civil 3D files to be provided as requested by the City throughout the design process and at the final plans submittal.
- 1.4 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.

## 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.
18. 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 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.

SECTION 3  
ADDITIONAL SERVICES

If it should become necessary for the CITY to request CONSULTANT to render any additional services, including post-design 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 A Lump Sum contract will be used as the method of payment in accordance with 23 CFR 172.9.
- 6.2 The amount of compensation payable by CITY to CONSULTANT shall be based on a negotiated final fee 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. 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. Per LAP Agreement requirements, all project records shall be retained for 5 years following the date of final payment.
  - D. Such retention of such records and documents shall be at CONSULTANT'S expense.
  - E. 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.
  - F. In accordance with Section 20.055(5) of the Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.
  - G. 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.
  - H. 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.
- E. Once the public records have been delivered to the CITY upon completion or termination of this Agreement and once the retention period has been satisfied, CONSULTANT shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- F. 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](mailto: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 hand written signatures for the purposes of validity, enforceability, and admissibility.

[THIS SPACE INTENTIONALLY LEFT BLANK]

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT, (COLLECTIVELY "CITY") AND \_\_\_\_\_ FOR RFQ NO. 2023-11 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES: BONAVENTURE BOULEVARD BICYCLE LANES - INDIAN TRACE TO SR-84.

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 \_\_\_\_\_, 2023; 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. 2023-11 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES: BONAVENTURE BOULEVARD BICYCLE LANES - INDIAN TRACE TO SR-84.

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. 2023-11 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES: BONAVENTURE BOULEVARD BICYCLE LANES - INDIAN TRACE TO SR-84.

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. 2023-11 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES: BONAVENTURE BOULEVARD BICYCLE LANES - INDIAN TRACE TO SR-84.

CONSULTANT:

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_