



CITY OF WESTON, FLORIDA

PROFESSIONAL ARCHITECTURAL SERVICES:
VISTA PARK PHASE II – RECREATION CENTER

REQUEST FOR QUALIFICATIONS
NO. 2024-09

CITY OF WESTON, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 2024-09

PROFESSIONAL ARCHITECTURAL SERVICES:
VISTA PARK PHASE II – RECREATION CENTER

SOLICITATION DOCUMENTS:

- SECTION 1: NOTICE TO CONSULTANTS
- SECTION 2: BACKGROUND INFORMATION
- SECTION 3: GENERAL CONDITIONS
- SECTION 4: PROPOSAL PROCESS
- SECTION 5: FORMS
- SECTION 6: AGREEMENT

SECTION 1

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Weston, Florida (the "CITY") will be accepting sealed proposals for:

PROFESSIONAL ARCHITECTURAL SERVICES: VISTA PARK PHASE II – RECREATION CENTER REQUEST FOR QUALIFICATIONS ("RFQ") NO. 2024-09

Pursuant to Section 287.055, Florida Statutes, the CITY requests proposals from qualified experienced firms to provide professional architectural services for the City of Weston's Vista Park Recreational Center (to include a recreation and gymnasium complex), in accordance with Section 287.055 Florida Statutes, as amended from time to time.

Professional architectural services are requested to produce all design and construction documents necessary to bid, permit and construct a new CITY recreation and gymnasium complex. The proposed project, Vista Park Phase II – Recreation Center shall be built on a vacant parcel of approximately 6 acres located at 18800 Vista Park Boulevard Weston, FL 33332. The parcel shall be developed for a Recreation Center that is a hardened structure capable of withstanding a Category 5 hurricane of approximately 40,000 square feet in size which serves as a multipurpose gymnasium with the capacity for a minimum of the following: three basketball courts, an upstairs running track, a fitness/activity room, multipurpose rooms, break room, bathrooms, storage, standby power, among other spaces and items. The exterior design for the site shall include a shaded playground, a splashpad, multipurpose courts, shade structures, an exit drive to Vista Parkway, parking and conversion of two soccer fields to artificial turf fields. All required parking and landscaping shall be designed in accordance with CITY standards. The existing site has utility (water, wastewater, electric, telecom, etc.) connections available at the abutting public right-of-way. The ingress and egress of the Recreation Center shall be on Vista Park Boulevard and the access road between Vista Park and Cypress Bay High School.

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

QUALIFICATIONS

PROPOSER shall have been in continuous practice under the same corporate entity for a minimum of the immediate past ten (10) years, shall have performed work for local governments in southeast Florida and shall have completed a minimum of three (3) projects for a government agency of at least a similar scope, size and complexity as the City of Weston Vista Park Phase II – Recreation Center project. PROPOSER shall have a resident office in Miami-Dade, Broward or Palm Beach County, Florida.

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference shall be held virtually on **August 6, 2024 at 11:00 a.m.** local time. All PROPOSERS planning to submit a proposal are required to attend this conference. Failure of a PROPOSER to be present for the entire mandatory pre-proposal conference, shall render a PROPOSER to be deemed non-responsive and the proposal shall not be considered for award. Decisions of the CITY shall be final. Connect to the Live Event link via Cisco Webex:

Event:	Pre-Proposal: RFQ No. 2024-09 for Professional Architectural Services: Vista Park Phase II – Recreation Center
Event address for attendees:	https://westonfl.webex.com/westonfl/j.php?MTID=m64d0a55ca3074652105e97b8daadb0c4 You may also connect to: www.webex.com <ul style="list-style-type: none"> • Click “Join a Meeting” • Enter Event/Meeting Number
Date and time:	Tuesday, August 6, 2024 at 11:00 a.m. Eastern Time
Event number:	2309 458 5827
Event password:	Weston (937866 from phones and video systems)
Audio conference:	Join by phone 415-655-0001 US Toll
	Access code: 2309 458 5827

PROPOSAL SUBMITTAL DEADLINE

Sealed proposals shall be received by the Procurement Manager until **2:00 p.m. local time, on August 19, 2024 (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: RFQ No. 2024-09 for Professional Architectural Services: Vista Park Phase II Recreation Center
Event address for attendees:	https://westonfl.webex.com/westonfl/j.php?MTID=mad4e92d7f0b0b7ef37505a0b9de74c02 You may also connect to: www.webex.com <ul style="list-style-type: none"> • Click “Join a Meeting” • Enter Event/Meeting Number
Date and time:	Monday, August 19, 2024 at 2:00 p.m. Eastern Time
Event number:	2315 086 8661
Event password:	Weston (937866 from phones and video systems)
Audio conference:	Join by phone 415-655-0001 US Toll
	Access code: 2315 086 8661

AVAILABILITY OF RFQ DOCUMENTS

Interested parties may download a copy of RFQ No. 2024-09 for Professional Architectural Services: Vista Park Phase II – Recreation Center by visiting the CITY’s Procurement website at: <https://www.westonfl.org/government/procurement>. Proposal documents are also available for electronic download from Demand Star at <http://www.demandstar.com>.

QUESTIONS

Any questions concerning this solicitation shall be submitted in writing to the Director of Procurement, Martha Perez-Garviso at mperezgarviso@westonfl.org, with "RFQ No. 2024-09 for Professional Architectural Services: Vista Park Phase II – Recreation Center" in the subject line, time five days prior to proposal submittal deadline.

CONE OF SILENCE

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

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

Kara Petty, Director of Parks and Recreation, Selection Committee Member;
Ryan Fernandez, Director of Technology Services, Selection Committee Member;
Peter Johnson, Assistant Director of Public Works, Selection Committee Member;
Thaddeus Bielecki, Director of Landscaping, Alternate Selection Committee Member;

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

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

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

RIGHTS RESERVED

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

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

Martha Perez-Garviso, Director of Procurement
City of Weston

Published: July 19, 2024

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 architectural services for the City of Weston's Vista Park Recreational Center (to include a recreation and gymnasium complex), in accordance with Section 287.055 Florida Statutes, as amended from time to time.

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

Upon review of the qualifications, the PROPOSERS will be evaluated and ranked. The Selection Committee may short list and rank PROPOSERS and may interview these firms for final ranking and recommendation.

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

2.2 Scope of Services

Professional architectural services are requested to produce all design and construction documents necessary to bid, permit and construct a new CITY recreation and gymnasium complex. The proposed project, Vista Park Phase II – Recreation Center shall be built on a vacant parcel of approximately 6 acres located at 18800 Vista Park Boulevard Weston, FL 33332. The parcel shall be developed for a Recreation Center that is a hardened structure capable of withstanding a Category 5 hurricane of approximately 40,000 square feet in size which serves as a multipurpose gymnasium with the capacity for a minimum of the following: three basketball courts, an upstairs running track, a fitness/activity room, multipurpose rooms, break room, bathrooms, storage, standby power, among other spaces and items. The exterior design for the site shall include a shaded playground, a splashpad, multipurpose courts, shade structures, an exit drive to Vista Parkway, parking and conversion of two soccer fields to artificial turf fields. All required parking and landscaping shall be designed in accordance with CITY standards. The existing site has utility (water, wastewater, electric, telecom, etc.) connections available at the abutting public right-of-way. The ingress and egress of the Recreation Center shall be on Vista Park Boulevard and the access road between Vista Park and Cypress Bay High School.

The CITY is seeking to engage qualified firms to design a new recreation and gymnasium complex, Vista Park Phase II – Recreation Center. The general scope of the project includes the following components:

1. Development of a 40,000 +/- square foot Recreation Center facility located at 18800 Vista Park Boulevard Weston, FL 33332. A possible scenario of the improvements of Vista Park is discussed in the City of Weston Parks and Recreation Master Plan and is depicted in Figure 2.2

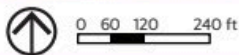
2. All permitting, architectural structural, electrical, mechanical, plumbing, communications, civil infrastructure, landscaping, utilities, security systems and appurtenances necessary for a complete modern a new recreation and gymnasium complex, associated parking lot and landscape buffers.
3. Work shall be completed in accordance with the latest edition of all applicable federal, state, and local regulatory requirement and codes including, but not limited to, the Florida Building Code, the City of Weston Code of Ordinances and Broward County Code of Ordinances.
4. The building shall be constructed in accordance with the Florida Building Code which incorporates the ASCE 24-05 for Flood Resistant Design and Construction.
5. Estimated cost for the entire project is \$50,000,000.

The PROPOSER shall be responsible for producing all documents necessary to bid, permit and construct the Vista Park Phase II – Recreation Center. Basic Services is more fully described in the Agreement.

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Figure 2.2 – Vista Park Improvements – A Possible Scenario

Vista Park Improvement Scenario



2.4 Licensing and Minimum Qualifications

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

- A. Experience - PROPOSERS shall have been in continuous practice under the same corporate entity for a minimum of the immediate past ten (10) years, shall have performed work for local governments in southeast Florida and shall have completed a minimum of three (3) projects for a government agency of at least a similar scope, size and complexity as the City of Weston Vista Park Phase II – Recreation Center project. PROPOSERS shall have a resident office in Miami-Dade, Broward or Palm Beach County, Florida.
- B. Authorization to do Business - PROPOSERS shall have been authorized to do business under the same corporate entity in the State of Florida for a minimum of the immediate past ten (10) years.
- C. Licenses - PROPOSER shall be licensed to practice architecture in the State of Florida and must be fully licensed with all required State and/or Local government licenses and permits.

2.5 Insurance Requirements:

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

PROPOSER shall have been in continuous practice under the same corporate entity for a minimum of the immediate past ten (10) years, shall have performed work for local governments in southeast Florida and shall have completed a minimum of three (3) projects for a government agency of at least a similar scope, size and complexity as the City of Weston Vista Park Phase II – Recreation Center project. PROPOSER shall have a resident office in Miami-Dade, Broward or Palm Beach County, Florida.

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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 the Director of Procurement at Mperezgarviso@westonfl.org with "RFQ No. 2024-09 for Professional Architectural Services: Vista Park Phase II – Recreation Center" in the subject at least five business days prior to the submittal date.

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

3.5 Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the CITY or the Proposer.

3.6 No Contingency Fees

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

3.7 Independence

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

3.8 Disqualification of Proposers

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

3.9 Assignment; Non-transferability of Proposal

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

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

3.10 Compliance with Applicable Laws

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

3.11 Familiarity with Laws and Ordinances

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

3.12 Advertising

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

3.13 Execute Agreement

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

3.14 Facilities

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

3.15 Withdrawal or Revision of Proposal Prior to and After Opening

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

3.16 CITY'S Exclusive Rights

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

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

3.17 Addenda

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

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

3.18 Review of the RFQ Documents

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

3.19 Adjustment/Changes/Deviations

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

3.20 RFQ as a Public Record

Upon award recommendation or thirty (30) days after Proposal opening, whichever is earlier, any material submitted in response to this RFQ will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFQ by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

3.21 Subcontracting

No subcontracting, including employee leasing, shall be permitted, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such sub-consultants shall be included in the Proposal. If additional subconsultants are to be

used during the term of this Agreement, other than those submitted in the Proposal, a list of subconsultants shall be provided to the City Manager, subject to his approval. Such subconsultants shall be subject to the same contract requirements as the Proposer during the term of this Agreement.

3.22 Public Entities Crime

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a proposal 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 Professional Architectural Services: Vista Park Phase II – Recreation Center.

3.23 Non-Collusion Affidavit

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

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SECTION 4

PROPOSAL PROCESS

4.1 Preparation of Proposals

No Proposer shall take exception to the specifications herein.

A. Number of Proposals

PROPOSERS shall submit one (1) unbound original by the date and time indicated herein. Proposal should contain all mandatory and optional information submitted by the Proposer. Additional copies may be requested by the CITY at its discretion.

All written or graphical work product provided to the City in PDF format shall be fully ADA compliant with the latest ADA regulations.

B. Proposal Packaging

Each 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. 2024-09 for Professional Architectural Services: Vista Park Phase II – Recreation Center, PROPOSER's name, address and the name and telephone number of the PROPOSER's specific contact person.

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 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) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. 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) Addenda (Form 6) Independence Affidavit (Form 7) Certification to Accuracy of Proposal (Form 8) Scrutinized Companies (Form 9) Public Entity Crimes (Form 10) E-Verify Affidavit (Form 11) Noncoercive Affidavit (Form 12)

4.2 Submittal, Receipt and Opening of Proposals

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

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

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

4.3 Sealed Proposal

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

CHAPTER 1

A. Cover Sheet

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

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

B. Table of Contents

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

C. Letter of Interest

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

D. Narrative

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

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

E. GSA Standard Form 330 – Architect Qualifications

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

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

F. PROPOSER's Qualifications-Supplemental Form

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

G. Litigation History

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

H. Criminal Conduct

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

CHAPTER 2

I. Reference Forms

It is the responsibility of the Proposer to provide a minimum of three (3) different government agency references other than the CITY, with infrastructure similar in scope, size and complexity as the CITY. 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 evaluations 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 from public records pursuant to F.S. §119.071(1)(c), since this project does meet the City Code definition of a public works project.

K. Insurance Statement

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

CHAPTER 4

- L. Proposer's Non-Collusion Certification
Proposer shall complete and execute the Non-Collusion Affidavit of PROPOSER (Form 4 provided in Section 5 of this RFQ).
- M. Drug-Free Workplace
Proposer shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form 5 provided in Section 5 of this RFQ), shall be submitted with the RFQ response.
- N. Addenda
Proposer shall complete and sign the Acknowledgment of Addenda (Form 6 provided in Section 5 of this RFQ) and include it in the Proposal in order to have the Proposal considered. In the event any PROPOSER fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.
- O. Independence Affidavit
Proposer shall list and describe its relationships with the CITY in accordance with Section 3.7 of the RFQ (Form 7 provided in Section 5 of this RFQ).
- P. Certification to Accuracy of Proposal
Proposer shall certify and attest, by executing Form 8 provided in Section 5 of this RFQ, that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.
- Q. Scrutinized Companies
Proposer shall follow the instructions and submit a completed Scrutinized Companies Form 9. See Section 4.8 for further information on Scrutinized Companies.
- R. Public Entity Crimes
Proposer shall follow the instructions and submit a completed Public Entity Crimes Form 10.
- S. E-Verify Affidavit
Proposer shall follow the instructions and submit a completed E-Verify Affidavit Form 11. See Section 4.11 for further information on E-Verify Affidavit.
- T. Noncoercive Affidavit

In accordance with Section 787.06, Florida Statutes, the CITY requires all vendors executing, renewing or extending a contract with the CITY to execute the required CITY affidavit (Form 12), attesting that vendor does not use coercion for labor or services.

4.4 Qualification Evaluation

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

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

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

4.5 Responsiveness

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

- A. Completion, accuracy and submission of all required documentation.
- B. Compliance with all requirements of the 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:

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

OR

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

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

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

- C. The financial statements requested are developed into nine financial ratios which include the following:
 1. Liquidity - measures a business's ability to cover its obligations, without having to borrow or invest money in the business.
 2. Working Capital - measures liquid assets that provide a safety cushion to creditors.
 3. Solvency - assesses a company's ability to meet its long-term obligations and therefore remain solvent and avoid bankruptcy.
 4. Gross Margin - indicates the percentage of sales (revenue) dollars available for expenses and profit after the cost of materials is deducted from the sales (revenue).
 5. Free Cash Flow - tells how much cash is left over from operations after a company pays for its capital expenditures.
 6. Account Receivables – as a percentage of current assets, which will provide information about assets not yet received and therefore unavailable at the present time to be used as resources.
 7. Receivables to Current Assets - receivables as a percentage of current assets that would reveal the size of receivables in current assets and the opportunity cost associated with it.
 8. Long Term Debt - measurements representing the percentage of a corporation's assets that are financed with loans and financial obligations lasting more than one year.
 9. Cash Ratio - an indicator of a company's liquidity by measuring the amount of cash, cash equivalents or invested funds there are in current assets to cover current liabilities.

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

4.7 Evaluation

A. The Selection Committee shall convene at a publicly noticed meeting and collectively discuss and review the Proposals. Each member of the Selection Committee will evaluate and rank each Proposal in each of the categories listed below and compute a final ranking. The Procurement Manager will tally the final rankings and announce the final total ranking. A sample of the ranking forms used by the Selection Committee is included in Chapter 5 (Form 13) of this RFQ. Proposals will be evaluated and ranked based on, the following categories, (which shall be weighted equally):

1. Location of Proposer's firm: Years in business, office location and licenses.
2. Qualification of Proposer's Project Team: Describe the qualifications and relevant experience of each of the prime consultant's proposed key professional project team members, Subconsultants, joint ventures, including their pertinent training, skill and experience. Proposer approach and methodology to the scope of services.
3. Past Performance: Proposer Firm's experience with providing professional architectural services for local governments in Southeast Florida and shall have completed a minimum of three (3) projects for a government agency of at least similar in scope, size and complexity as the proposed Vista Park Phase II – Recreation Center project.
4. Workload: The Proposer recent, current, and projected workloads and willingness to meet time and budget requirements.
5. The volume of work previously awarded to Proposer: Firms with no current agreements for professional architectural services with the CITY shall have a score/rank of 1. Firms with existing agreements continuing for professional architectural services agreements with the CITY shall have a score/rank of 2.
6. Proposer's financial ability to perform the services described in this RFQ.
7. Whether Proposer is a certified minority business enterprise.¹

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

Depending on the number of Proposals submitted, the Selection Committee may choose to short-list at minimum of at least three (3) Proposers, and then may interview and rank the short-listed Proposers. If the process proceeds to a second round of the

¹

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

short listed, the rankings in the prior round shall not carry forward. The Selection Committee shall begin a new ranking of short-listed Proposers.

- B. In the second phase, the Selection Committee shall again convene at a publicly noticed meeting to interview the short-listed firms. The shortlisted firms will be invited to make presentations. Each member of the Selection Committee will evaluate and rank the shortlisted firm in each of the categories listed in this section.
1. Location of Proposer's firm: Years in business, office location and licenses.
 2. Qualification of Proposer's Project Team: Describe the qualifications and relevant experience of each of the prime consultant's proposed key professional project team members, Subconsultants, joint ventures, including their pertinent training, skill and experience. Proposer approach and methodology to the scope of services.
 3. Past Performance: Proposer Firm's experience with providing professional architectural services for local governments in Southeast Florida and shall have completed a minimum of three (3) projects for a government agency of at least similar in scope, size and complexity as the proposed Vista Park Phase II – Recreation Center project.
 4. Workload: The Proposer recent, current, and projected workloads and willingness to meet time and budget requirements.
 5. The volume of work previously awarded to Proposer. Firms with no current agreements for professional architectural services with the CITY shall have a score/rank of 1. Firms with existing agreements continuing for professional architectural services agreements with the CITY shall have a score/rank of 2.
 6. Whether Proposer is a certified minority business enterprise.¹

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

Sample ranking forms used by the Selection Committee is included in this RFQ, as Form 13. Based on the final rankings resulting from the process described above, the Selection Committee will make a recommendation of the Selection Committee final rankings to the City Commission.

¹ This factor is included pursuant to Section 287.055, Florida Statutes. However, Broward County no longer certifies minority owned businesses because the state law provision governing such programs has been invalidated by a federal district court. *Florida A.C.C. Council, Inc. v. Florida*, 303 F. Supp. 2d 1307, 1316 (N.D. Fla. 2004). In addition, the City does not certify minority owned businesses because it has not engaged in past discrimination. See *Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989); *Architectural Consultants Association of South Fla. v. Metro. Dade County*, 122 F.3d 895, 906-910 (11th Cir. 1997).

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 bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.
- B. **Protest of Intent To Award:** After a Notice of Intent to Award an Agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process, including a determination that a bidder, proposer or responder is non-responsible or non-responsive, 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.
- C. **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.
- D. **Protest Bond:** Any bidder, proposer or responder filing a protest shall simultaneously provide a protest bond to the CITY in the amount set forth in the sealed competitive method documents. 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 and shall be in the amount specified in the sealed competitive method documents.
- E. **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. Each protest committee member shall complete and execute an independence affidavit. The City Attorney or designee shall serve as counsel to the protest committee. The meeting of the protest committee shall be opened to the public and all of the actual bidders, responders or proposers shall be notified of the date, time and place of the meeting. If the protest committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken. If the protest committee denies the protest, the protester may appeal to the City Commission. All of the actual bidders, responders or proposers shall have a right to be represented by an attorney at the protest committee meeting and the City Commission meeting. All of the actual bidders, responders or 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.
- F. **Stay of Award:** In the event of a timely protest, the City Manager shall stay the award of the agreement or the sealed competitive method unless the City Manager determines that the award of the agreement without delay or the continuation of the sealed competitive method is necessary to protect any substantial

interest of the CITY. The continuation of the sealed competitive method or award process under these circumstances shall not preempt or otherwise affect the protest.

- G. Appeals to City Commission: Any actual bidder, proposer or responder 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.
- H. Failure to file protest. Any actual bidder, proposer or responder that does not formally protest or appeal in accordance with this Section shall not have standing to protest the City Commission 's award.

4.9 Prohibitions

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

- e. Any action in violation of this Section shall be cause for disqualification of the Consultant. The determination of a violation shall be made by the City Commission.

4.10 Scrutinized Companies

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

- A. for any contract amount, if the Proposer is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
- B. if \$1 million or more and the Proposer is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
- C. if \$1 million or more and the Proposer is engaged in business operations in Cuba or Syria.

4.11 E-Verify Affidavit

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

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

4.12 Foreign Gifts and Contracts

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

4.13 Negotiations

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

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SECTION 5 – QUALIFICATION FORMS

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

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COVER SHEET

City of Weston

Request for Qualifications
RFQ No. 2024-09
Professional Architectural Services:
Vista Park Phase II – Recreation Center

Proposal Submitted by:

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

Signature of PROPOSER

Date

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 Architectural services for local governments in Southeast Florida with infrastructure similar in scope, size and complexity as the CITY. 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.

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

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

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

7. Within the last five years, have you had errors and omission claims (standard of care) made on your professional liability insurance?

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

8. 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.

9. 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.

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 other Florida public entity?

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Bank Reference:

20. Are you a certified minority business enterprise?

Yes ___ No ___ If yes, attach proof.

Signature

Title

Name

Date

FORM 2
CITY OF WESTON
PROPOSER REFERENCE FORM

Proposers shall provide at least three references for similar work performed to show evidence of qualifications and previous experience. **This form SHALL be completed and signed by each of the Proposer's Reference.** (A fillable PDF of this form is available at <https://www.westonfl.org/home/showpublisheddocument/5619/637920150733900000>)

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 PROPOSER shall furnish to the CITY proof of insurance, in accordance with the requirements stipulated in the Agreement document.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 4
NON-COLLUSION AFFIDAVIT

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

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

Signature (Blue Ink Only)	Date
Print Name	Title

FORM 5
DRUG-FREE WORKPLACE

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

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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

FORM 6
ACKNOWLEDGMENT OF ADDENDA

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 7
INDEPENDENCE AFFIDAVIT

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

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

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

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

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

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

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

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 8
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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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 9
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

FORM 10
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

(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)
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

FORM 11
E-VERIFY AFFIDAVIT

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

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

By 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

FORM 12
AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Nongovernment Entity name: _____ (“Vendor”)
Vendor FEIN: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with the City of Weston, Florida, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), Florida Statutes, coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

_____ 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 13
RFQ No. 2024-09
PROFESSIONAL ARCHITECTURAL SERVICES: VISTA PARK PHASE II – RECREATION CENTER

SELECTION COMMITTEE RANKING (FIRST PHASE)
SAMPLE FORM

Proposals shall be ranked on the following Evaluation Criteria (Equally weighted)	Firm A	Firm B	Firm C	Firm D	Firm E
1. Location of Proposer’s firm: Years in business, office location and licenses.					
2. Qualification of Proposer’s Project Team: Describe the qualifications and relevant experience of each of the prime consultant’s proposed key professional project team members, Subconsultants, joint ventures, including their pertinent training, skill and experience. Proposer approach and methodology to the scope of services.					
3. Past Performance: Proposer Firm’s experience with providing professional architectural services for local governments in Southeast Florida and shall have completed a minimum of three (3) projects for a government agency of at least similar in scope, size and complexity as the proposed Vista Park Phase II – Recreation Center project.					
4. Workload: The Proposer recent, current, and projected workloads and willingness to meet time and budget requirements.					
5. The volume of work previously awarded to Proposer: (Firms with no current agreements for professional architectural services with the CITY shall have a score/rank of 1. Firms with existing agreements continuing for professional architectural services agreements with the CITY shall have a score/rank of 2.					
6. Proposer’s financial ability to perform the services described in this RFQ.					
7. Whether Proposer is a certified minority business enterprise.					
TOTAL					
FINAL RANKING					

Selection Committee Member

Signature

Date

FORM 13
CONTINUED
RFQ No. 2024-09
PROFESSIONAL ARCHITECTURAL SERVICES: VISTA PARK PHASE II – RECREATION CENTER

SELECTION COMMITTEE RANKING (SECOND PHASE)
SAMPLE FORM

Proposals shall be ranked on the following Evaluation Criteria (Equally weighted)	Firm A	Firm B	Firm C	Firm D	Firm E
1. Location of Proposer’s firm: Years in business, office location and licenses.					
2. Qualification of Proposer’s Project Team: Describe the qualifications and relevant experience of each of the prime consultant’s proposed key professional project team members, Subconsultants, joint ventures, including their pertinent training, skill and experience. Proposer approach and methodology to the scope of services.					
3. Past Performance: Proposer Firm’s experience with providing professional architectural services for local governments in Southeast Florida and shall have completed a minimum of three (3) projects for a government agency of at least similar in scope, size and complexity as the proposed Vista Park Phase II – Recreation Center project.					
4. Workload: The Proposer recent, current, and projected workloads and willingness to meet time and budget requirements.					
5. The volume of work previously awarded to Proposer. (Firms with no current agreements for professional architectural services with the CITY shall have a score/rank of 1. Firms with existing agreements continuing for professional architectural services agreements with the CITY shall have a score/rank of 2.					
6. Whether Proposer is a certified minority business enterprise.					
TOTAL					
FINAL RANKING					

Selection Committee Member

Signature

Date

SECTION 6 – AGREEMENT

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

AGREEMENT
BETWEEN THE
THE CITY OF WESTON, FLORIDA

AND

FOR

PROFESSIONAL ARCHITECTURAL SERVICES:
VISTA PARK PHASE II – RECREATION CENTER
RFQ. 2024-09

This Agreement, is made and entered into the _____ day of _____, 20____ by and between the City of Weston, a Florida municipal corporation ("CITY"), and _____ ("CONSULTANT") for Professional Architectural Services for Vista Park Phase II – Recreation Center ("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 Professional Architectural Services for Vista Park Phase II – Recreation Center ("Services"); and

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

WHEREAS, the City Commission has selected the CONSULTANT to perform professional architectural services, 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 This Agreement is based on the General Information set forth herein and incorporates the Request for Qualifications for Professional Architectural Services for Vista Park Phase II – Recreation Center, RFQ 2024-09 (“RFQ”), attached hereto and made a part hereof, as Exhibit A; the CONSULTANT’s Scope of Services, attached hereto and made a part hereof, as Exhibit B.

The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend until final completion of construction of the Project 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.

- 1.3 The proposed project, Vista Park Phase II – Recreation Center shall be built on a vacant parcel of approximately 6 acres sq ft located at 18800 Vista Park Boulevard Weston, FL 33332. The parcel shall be developed for a Recreation Center that is approximately 40,000 square feet in size which serves as multipurpose gymnasium with the capacity for a minimum of the following: three basketball courts, a running upstairs track, a fitness/activity room, multipurpose rooms, break room, bathrooms, storage, standby power, among other spaces

and items. The exterior of the site shall have a shaded Playground, a splashpad, multipurpose courts, shade structures, an exit drive to Vista Parkway, parking and conversion of two soccer fields to artificial turf fields. All the required parking and landscaping in accordance with City standards. The existing site has utility (water, wastewater, electric, telecom, etc.) connections available at the abutting public right-of-way.

The ingress and egress of the Recreation Center shall be on Vista Park Boulevard and the access road between Vista Park and Cypress Bay High School.

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

- 1.4 The CITY and the CONSULTANT recognize that the information contained in this Section 1.0, General Information, may materially change and, in that event, the CITY and ARCHITECT shall review the schedule, the ARCHITECT's services and the ARCHITECT's compensation for any adjustments that may be mutually agreed upon, in writing.
- 1.5 CONSULTANT shall obtain a signed Work Authorization prior to commencement of Services. City shall not be responsible for payment for any work done without a signed Work Authorization.
- 1.6 If Work Authorization is approved or not approved, the CITY shall not be responsible for CONSULTANT'S cost related to the preparation and submittal of scope of work proposals.

SECTION 2 CONSULTANT'S RESPONSIBILITIES

- 2.1 The CONSULTANT shall provide the professional services as set forth in this Agreement and Exhibits thereto.
- 2.2 The CONSULTANT shall perform its Services consistent with the professional skill and care ordinarily provided by CONSULTANTS practicing in the same or similar locality under the same or similar circumstances. The CONSULTANT shall perform Services as expeditiously as is consistent with such professional skill and care and orderly progress of the Project.
- 2.3 The CONSULTANT shall identify a representative authorized to act on behalf of the CONSULTANT with respect to the Project.
- 2.4 The CONSULTANT shall maintain the following insurance for the duration of this Agreement, the cost of which shall be included in the CONSULTANT's compensation.
 - A. Standards of Insurance
 1. Before performing any Work, Consultant shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City. No changes shall be made to these specifications without prior written specific approval by the City.

2. All policies required by this contract, with the exception of Workers' Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name "City of Weston" as Additional Insured during the project and for a minimum of five (5) years following the project completion and acceptance by the City or no more restrictive than ISO form CG 20 37 (07 04). Waiver of subrogation in favor of the City of Weston is required on all policies except Workers' Compensation. The CITY shall be named as additional insured on all policies except worker's compensation and professional liability.
3. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
4. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
5. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
6. CONSULTANT is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
7. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
8. Certificates of Insurance evidencing conditions to this agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT's insurance company and CITY as soon as practicable after notice to the insured.
10. CONSULTANT agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONSULTANT'S insurance shall be Primary and non-contributory.
11. CONSULTANT is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

B. Specific Coverage

The following specific insurance coverages **apply** or **do not apply** to this solicitation:

- 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 SERVICE PROVIDER has "leased" employees, SERVICE PROVIDER must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

CONSULTANT is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by Proposer. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- 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 \$1,000,000 each occurrence, and \$3,000,000 in aggregate, covering all work performed under this Agreement.
- 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.
- 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.
- Subcontractors: Insurance requirements itemized in this contract and required of CONSULTANT shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- Pollution Liability: For sudden and gradual occurrences or claims made and, in an amount, no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

- 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 \$2,000,000 Each Occurrence and \$4,000,000 Annual Aggregate.
- Hazardous Materials Insurance: For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, the CITY shall be notified immediately, and no further work shall be performed in the area of the hazardous material until the SERVICE PROVIDER provides the following coverage(s) as determined solely by the CITY.
- Cyber Liability: CONSULTANT shall obtain, at CONSULTANT 's expense, and keep in effect during the term of this contract, Cyber Liability Insurance covering any damages arising from alteration of, loss of, or destruction of electronic data and/or information "property" of the CITY that will be in the care, custody, or control of CONSULTANT. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONSULTANT in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, unauthorized access to a computer system, hacker attacks, denial of service attacks, malicious code, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Combined single limit per occurrence shall not be less than \$2,000,000.
- Builders' Risk – Property Coverage: a special form coverage shall include, but not be limited to:
1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project.
 2. Theft coverage.
 3. Waiver of Occupancy Clause endorsement, which will enable the CITY to occupy the facility under construction/renovation during such activity.
 4. Limits of insurance to equal 100% of the insurable completed contract amount of such addition(s), building(s) or structure(s), on an agreed amount/replacement cost basis, and Maximum deductible clause of \$10,000 each claim; exceptions may be made for Windstorm and Flood deductibles.
- Builders' Risk – Installation Coverage: For installation, CONTRACTOR must provide Builders' Risk installation coverage to include coverage for materials stored at the project site, property while in transit, and property stored at a temporary location for the amount of materials involved in this contract.

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 architectural services 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 Architecture

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. Preliminary Design Phase

1. On the basis of selection by the CITY of the recommended solution, or modified solution agreed upon by CITY and CONSULTANT, prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. Based on the information contained in the preliminary design documents provide an updated Statement of Probable Construction Cost. If Statement of Probable Construction Cost exceeds allocated funds, CONSULTANT shall prepare recommendations for reducing the scope in order to bring the estimated costs within allocated funds. CONSULTANT shall update its documentation, at no additional cost to the CITY, to reflect this reduced scope.
3. Furnish preliminary design documents to and review them with the CITY within the stipulated period indicated in the Work Authorization and proposal.
4. CITY reserves the right to conduct a peer review of the project documents at any design stage. Cost of such a peer review would be borne by CITY. Any findings as a result of said peer review would be addressed by CONSULTANT, and if requested by CITY, would be incorporated into the design documents, at no additional cost to CITY.
5. For the purpose of payment to the CONSULTANT, services under the preliminary design Phase will be considered complete when the preliminary design documents have been accepted by the CITY as complete.
6. If the Project involves construction or demolition, the CONSULTANT shall prepare, from the approved Preliminary Design, modifications or changes, and construction documents consisting of working drawings and specifications setting forth in detail the work required for the civil, environmental, structural, mechanical, electrical, site, and other work, and the necessary bidding information, general conditions, supplementary conditions and proposal forms. The CONSULTANT shall submit to the CITY one (1) electronic set of all documents and three (3) copies of the Construction Documents, and a further revised Statement of Probable Construction Cost.
7. CONSULTANT shall include in construction documents requirement that Construction Consultant provide a final survey of the project by a Registered Surveyor and provide marked up construction drawings to CONSULTANT so the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY.

8. Prior to final approval of the construction documents by the CITY, the CONSULTANT shall conduct a preliminary check of any work products to ensure compliance with requirements of applicable agencies from which a permit or other approval is required.
9. CONSULTANT shall file and follow-up for all permits at the earliest practicable time during the design phase, the necessary portions of the construction documents for approval by applicable authorities having jurisdiction over the Project by law or contract with the CITY and shall assist in obtaining any such applicable certifications of permit approval by such authorities prior to approval by the CITY of the final set and printing of the Construction Documents. The CONSULTANT shall promptly advise the CITY of any substantial increases in costs set forth in the Statement of Probable Construction Cost that in the opinion of the CONSULTANT is caused by the requirement(s) of such.
10. CONSULTANT shall prepare all support documents to accompany any necessary permit applications. In addition to the required sets of bid documents, CONSULTANT shall provide, at no additional cost to the CITY, all necessary sets of sealed plans for permit applications. CONSULTANT shall respond to all technical questions from regulatory agencies. CONSULTANT shall modify, at no additional cost to the CITY, Construction Documents in order to acquire the necessary permits.
11. Should any component of the design or report not meet applicable regulations or codes in effect at the time of completion of design, the CONSULTANT shall redesign with no additional cost to the CITY.
12. Designing to Construction Cost Limit - If a construction cost limit is established by the CITY, such construction cost limit shall be set forth in the Work Authorization to the CONSULTANT. The written acceptance by the CITY at any time of a written Statement of Probable Construction Cost in excess of the then established construction cost limit will constitute a corresponding increase in the construction cost limit.
13. The CONSULTANT shall signify his responsibility for the construction documents prepared pursuant to this AGREEMENT by affixing his signature, date and seal thereto as required by Chapters 471 and 481, Florida Statutes.
14. When submitting documents to the CITY, the CONSULTANT shall also submit, at no additional cost to the CITY, three (3) hard copies and documents in an electronic format in WORD, Excel, PDF and AutoCAD latest versions.
15. CONSULTANT'S services under the design phase will be considered complete when the construction and bid documents are delivered to and accepted by the CITY, and finally complete when the CADD drawings in DXF format are delivered to and accepted by the CITY.

E. Bidding Phase

1. The CONSULTANT shall attend all pre-bid conferences, prepare and distribute minutes.

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

F. Construction Phase - General Administration of Construction Documents

1. To the extent provided by the Work Authorization, the CONSULTANT shall make recommendations to the CITY on all claims of the CITY and Consultant regarding interpretation of the construction documents, and on all other matters relating to the execution and progress of the work. The CONSULTANT shall check and approve samples, schedules, shop drawings, and other submissions for conformance with the concept of the Project, and for compliance with the information given by the Construction Documents, prepare Change Orders, assemble written guarantees required of the CONSULTANT, and approve progress payments to the CONSULTANT based on the Project Schedule of Values and percent of completion of Work.
2. The CONSULTANT shall carefully review and examine the CONSULTANT's Schedule of Values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced Schedule of Values which allocates greater value to certain elements of the services that is indicated by industry standards, supporting documentation, or data.
3. If the Schedule of Values is not found to be appropriate, it shall be returned to the CONSULTANT for revision or supporting documentation. After making such examination, when the Schedule of Values is found to be appropriate, the CONSULTANT shall sign the Schedule of Values thereby indicating their informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the CONSULTANT.
4. The CONSULTANT shall conduct a pre-construction meeting with the CONSULTANT, the CITY, and utility companies; prepare and distribute minutes of the meeting.

5. The CONSULTANT shall make inspections of the Work based on the type and frequency defined in the Scope of Work on which the CONSULTANT quoted. CONSULTANT'S inspections shall determine the progress and quality of the Work, and whether the Work is proceeding in accordance with the Construction Documents. CONSULTANT will provide the CITY with a written report of each inspection in order to inform the CITY of the progress of the Work. CONSULTANT shall endeavor to guard the CITY against defects and deficiencies in the work of CONSULTANT's, and make written recommendation to the CITY that work fails to conform to the Construction Documents. Based on such inspections, and the CONSULTANT's Applications for Payment, he will recommend the amount owing to the CONSULTANT, and will issue Certificates for Payment in such amount. These Certifications will constitute a representation to the CITY, based on such inspections and the data comprising the Application for Payment, that the work has progressed to the point indicated. By issuing a Certificate for Payment, the CONSULTANT will also represent to the CITY that, to the best of his knowledge, information, and belief, based on what his inspections have revealed, the work is in accordance with the Construction Documents. He will conduct inspections to determine the dates of substantial and final completion and recommend the issuance of a final Certificate for Payment. All inspections and Certificates of Payment provided by CONSULTANT shall be sufficient to provide all certifications required by applicable agencies.
6. The CONSULTANT shall revise the Construction Drawings and submit record drawings or corrected CADD drawings to the CITY to show those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the Consultant.
7. The CONSULTANT shall attend regularly scheduled Progress Meetings on site, if included in the Scope of Work, prepare and distribute minutes.
8. The CONSULTANT shall prepare construction Change Orders for the CITY'S approval. CONSULTANT shall not authorize any changes in services or time, no matter how minor, without prior written approval of CITY.
9. Should CONSULTANT approve progress payments to CONSULTANT in excess of the value of the Work performed, and the Consultant defaults leaving insufficient funds to complete the Work, CONSULTANT shall reimburse the CITY for the difference between the amount of the progress payment actually approved and the amount which should have been approved.
10. If any portion of the work is covered, based on approval of CONSULTANT, without the CITY'S and Building Official's inspection and approval, the CITY'S representative may direct that portion of the work uncovered for inspection. If that portion of the work uncovered is not defective and is in accordance with the plans and specifications, CONSULTANT shall bear the cost of uncovering and covering the work. If that portion of the work uncovered is defective or not in accordance with the plans and specifications, the Consultant shall bear the cost of uncovering, repairing, and covering the Work.

11. For the purpose of payment to CONSULTANT, the Construction Phase shall be considered complete upon compilation of punch list by CONSULTANT, written notification to Consultant by CONSULTANT of all documents, training, record drawings, releases of lien, and written recommendation by CONSULTANT of final payment.
12. CONSULTANT shall have no authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by the construction consultant or for safety precautions and programs incident to the work of the construction consultant.

SECTION 3 ADDITIONAL SERVICES

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

SECTION 4 CITY'S RESPONSIBILITIES

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

SECTION 5 COPYRIGHTS AND LICENSES OWNERSHIP OF DOCUMENTS

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

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

SECTION 6 COMPENSATION

- 6.1 The amount of compensation payable by the CITY to CONSULTANT shall be based upon the prices as set forth in Exhibit B which amount shall be accepted by CONSULTANT as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONSULTANT that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONSULTANT for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONSULTANT'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 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. Such retention of such records and documents shall be at CONSULTANT'S expense.
 - D. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT'S records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
 - E. CONSULTANT shall respond to the reasonable inquiries of successor CONSULTANT(S) and allow successor CONSULTANT(S) to receive working papers relating to matters of continuing significance.
 - F. CONSULTANT shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONSULTANT'S services.
- 8.3 Public Records: CONSULTANT shall comply with The Florida Public Records Act as follows:
- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
 - B. Upon request by the City's records custodian, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
- D. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONSULTANT shall be delivered by CONSULTANT to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONSULTANT shall be delivered to the CITY in a format that is compatible with the CITY's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, CONSULTANT shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. CONSULTANT'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

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

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

8.5 Public Entity Crime Act:

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONSULTANT, CONSULTANT or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONSULTANT, supplier, SUBCONSULTANT, or CONSULTANT under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from CITY'S competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

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

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

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

With a copy to:

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

CONSULTANT: _____

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

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

- 8.9 Conflicts. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

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

- 8.10 Contingency Fee. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 8.11 Materiality and Waiver of Breach. CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 8.12 Compliance with Laws. CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 8.13 Severance. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 8.14 Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- 8.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.
- 8.16 Applicable Law and Venue; Attorneys Fees and Costs. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury, including advisory juries, for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- 8.17 Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 8.18 Prior Agreements. This Agreement and its attachments constitute the entire agreement between CONSULTANT and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 8.17 above.
- 8.19 Drug-Free Workplace. CONSULTANT shall maintain a drug-free workplace.
- 8.20 Incorporation by Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 8.21 Multiple Originals. This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 8.22 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 8.23 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

- 8.24 Survival of Provisions. Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 8.25 Truth-in-Negotiation Certificate. Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the CITY determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one year following the end of this Agreement.
- 8.26 Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the CITY, upon written notice to CONSULTANT of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the CITY.
- 8.27 Representative Designated for Each Party. The CITY designates the City Manager or designee as the person to whom all communications pertaining to the day-to-day operations of this Agreement shall be addressed. CONSULTANT shall inform the CITY representative in writing of the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.
- 8.28 Default
- A. An event of default shall mean a breach of this Agreement by the CONSULTANT. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:
1. CONSULTANT has not performed services on a timely basis;
 2. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
 3. CONSULTANT has become insolvent or has assigned the proceeds received for the benefit of the CONSULTANT's creditors, or the CONSULTANT has taken advantage of any insolvency statute or debtor/creditor law or if the CONSULTANT's affairs have been put in the hands of a receiver;
 4. CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
 5. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.
- B. In the event CONSULTANT fails to comply with the provisions of this Agreement the CITY may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT a reasonable time to cure the default. In no event shall the time period for curing the defect exceed fifteen (15) business days unless

otherwise agreed to by the parties. If the CONSULTANT fails to cure the default, compensation will only be for any completed professional services. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the CITY within ten (10) days after notice that these sums are due. Nothing in this Section shall limit the CITY's right to terminate, at any time, pursuant to this Agreement.

- C. In an Event of Default, the CONSULTANT shall be liable for all damages resulting from the default, including but not limited to:
1. lost funding, and
 2. the difference between the cost associated with procuring services and the amount actually expended by the CITY, including procurement and administrative costs.
 3. the CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

8.29 Independent Contractor

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

8.30 E-Verify

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

8.31 Electronic Signatures

CITY and CONSULTANT agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic

signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

8.32 Noncoercive Affidavit

In accordance with Section 787.06, Florida Statutes, the CITY requires all vendors executing, renewing or extending a contract with the CITY to execute the required CITY affidavit (Form 12), attesting that vendor does not use coercion for labor or services.

[THIS SPACE INTENTIONALLY LEFT BLANK]

AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA (THE "CITY") AND _____ FOR RFQ NO. 2024-09 FOR PROFESSIONAL ARCHITECTURAL SERVICES: VISTA PARK PHASE II – RECREATION CENTER

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

CITY OF WESTON,
through its City Commission

By: _____
Margaret Brown, Mayor

ATTEST:

____ day of _____, 2024

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 _____, 2024

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

____ day of _____, 2024

AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA (THE "CITY") AND _____ FOR RFQ NO. 2024-09 FOR PROFESSIONAL ARCHITECTURAL SERVICES: VISTA PARK PHASE II – RECREATION CENTER

CONSULTANT:

By: _____

_____ day of _____, 20____