

LAUDERDALE BY • THE • SEA



REQUEST FOR QUALIFICATIONS FOR
Town Engineering Services

REQUEST FOR QUALIFICATIONS No. 24-07-02
Submittal Deadline: August 9, 2024 at 3:00 P.M.

**TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
PUBLIC NOTICE**

RFQ Name: Town Engineering Services
RFQ No.: RFQ 2024-07-02
Pre-Bid Conference: There will be no pre-bid conference for this RFQ
Proposal Deadline: August 9, 2024 at 3:00PM

NOTICE IS HEREBY GIVEN that Town of Lauderdale-By-The-Sea (the "Town") is soliciting sealed statements of qualifications ("Statements") from interested companies, firms, and individuals ("Respondents") for the provision of continuing professional services, on an as needed basis, in accordance with Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act (CCNA). Respondents may obtain a copy of Request for Qualifications No. 2024-07-01 (the "RFQ") to be issued on **July 24, 2024**, through the DemandStar portal (www.Demandstar.com) or the Town's website (www.lauderdalebythesea-fl.gov/Bids.aspx). The RFQ contains detailed information about the scope of services, submission requirements, and selection procedures. Interested Respondents shall register with the website to receive notifications pertaining to this solicitation. All notices and any addenda issued by the Town with respect to this RFQ will be made available through the DemandStar portal and on the Town's website. It is the Respondent's sole responsibility to ensure receipt of any issued notice or addenda relating to this RFQ once posted to DemandStar or the Town's website.

Sealed responses to this RFQ will be received until 3:00 P.M. (local) August 9, 2024, via the DemandStar portal or in Town Hall, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

Responses should be clearly marked "RFQ 24-07-02 Town Engineering Services".

All information required by this RFQ shall be submitted to the TOWN by the submittal deadline to constitute a valid response.

The TOWN normally opens responses to RFQs as soon as practical after the submittal deadline; however, the TOWN reserves the right to delay that opening if necessary. The openings of all RFQs are open to the public.

ALL QUESTIONS AND CONTACT WITH THE TOWN REGARDING THIS RFQ ARE TO BE DIRECTED TO:

Katrina Adler, Town Clerk
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4201
Email: TownClerk@lbts-fl.gov

The documents may also be obtained by contacting the Town Clerk.

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Section 1 General Information

1. DEFINITIONS. For the purposes of this Request for Qualifications (RFQ):

CCNA means the Consultants' Competitive Negotiation Act found in Section 287.055, Florida Statutes.

Continuing Contract means a contract for professional services entered into in accordance with all the procedures of the CCNA between the TOWN and a firm, as further specified in Section 287.055(2)(g)1 which is incorporate herein by reference.

Qualified Firm means a Respondent who is deemed by the Town Manager to be highly qualified to perform the professional services described in this RFQ and is included on the list of Firms submitted to the Town Commission.

Respondent means the individual, organization, corporation, or firm, submitting a response to this RFQ.

Selected Firm means a Qualified Firm that has been approved by the Town Commission and has executed a Continuing Services Contract.

Submittal Deadline means the date and time after which the TOWN will not accept responses to this RFQ.

TOWN means the Town of Lauderdale-By-The-Sea, Broward County, Florida.

Work Authorization means the document issued by TOWN to a Selected Firm authorizing a specific scope of services, the compensation to be paid, the time frame to complete the work and other project specific details.

2. NATURE OF THE WORK

- A. The TOWN intends to enter into continuing contracts with the most qualified firms to provide professional services in accordance with the CCNA for the following discipline:

✓ **Town Engineering Services**

- B. The professional services to be provided will primarily relate to municipal construction, maintenance and repair as well as floodplain administration, work within the Right of Way and private development plan review.

- C. When needed, the TOWN may provide a Selected Firm with a proposed scope of services for a specific project or assignment and request a proposal from the firm. If the TOWN and the Selected Firm agree, then a Work Authorization will be issued by the TOWN authorizing a specific scope of services, the compensation to be paid, the time frame to complete the work and other project specific details.

Section 1 General Information

3. DESCRIPTION OF WORK

A. GENERAL INFORMATION

The Town of Lauderdale-By-The-Sea is a seaside community with a permanent population of about 6,000 that increases to about 11,000 during the winter season.

The Town seeks a qualified engineering firm licensed in the State of Florida to act as the Town Engineer, which includes oversight and administration of engineering related activities and to provide engineering services to the Town. The Town Engineer provides coordination and technical support as required with Town Commission, Town Manager other Town departments, public agencies, consulting engineers and citizens.

B. SCOPE OF SERVICES

The following tasks are among those which will be performed by the Town Engineer:

1. Provide professional engineering services normally performed by a Town Engineer.
2. Act as the Town's certified Floodplain Manager to review all substantial improvement permits for compliance with all applicable codes.
3. Attend Town Commission meetings when requested.
4. Attend meetings with and on behalf of the Town to respond to engineering-related projects and issues.
5. Attend project review meetings with Town staff.
6. Assist in the preparation of the Capital Improvement Budget by providing cost estimates for a variety of capital projects if requested.
7. Respond to queries from residents pertaining to Town engineering matters when requested by Town.
8. Review and approve plats, plat exemptions and plat waivers in the capacity of Town Engineer.
9. Sign and seal applicable documents with regard to engineering sufficiency as needed by the Town including, but not limited to, engineering design drawings, plats, and permit applications.
10. Review and approve permits for work in the public rights-of way and inspect the completed work.
11. Review and approve building permit submittals for engineering related activities and inspect the completed work.

Section 1 General Information

12. Prepare agenda and other reports as required.
13. Review and approve water, sewer, paving, and drainage plans for compliance with Town Engineering Standards and other related applicable standards.
14. Provide value engineering reviews and constructability analyses of designs prepared for Town projects;
15. Direct, review, and approve in-house construction projects, including final design plans; provide technical administration as required.
16. Review, certify and approve payments to contractors;
17. Consult with Town on construction projects; and,
18. Meet with officials from Federal, State and County Agencies and other cities on behalf of the Town.
19. Prepare and submit permit applications, meet with permitting agencies as necessary to acquire permits, and submit final permit reports.
20. Review Land Development Code requirements.
21. Review Development Services applications when requested.

Special Projects: In addition to the tasks outlined, from time to time the Town may designate special projects to be completed by the Town Engineer, such as, but not limited to, the following projects:

22. Provide Civil Engineering Design for miscellaneous Town projects.
23. Provide project management or oversight on various construction projects. and
24. Assist in the preparation of applications and supporting documents for government grants or loans.

Please note that the Town **does not** provide designated office space or administrative support for

4. ANTICIPATED TERM

The Town Engineer contract resulting from this RFQ is anticipated to be awarded for an initial term of five years, with the TOWN having the option to exercise two, two-year extensions thereafter.

5. CCNA LIMITS

In accordance with Section 287.055(2)(g)(1), a continuing contract may be used for:

- a. Professional services entered into in accordance with all the procedures of the CCNA between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of

Section 1 General Information

each individual project under the contract does not exceed \$7.5 million Beginning July 1, 2025, and each July 1 thereafter the Department of Management Services shall adjust the maximum amount allowed on the preceding June 30 for each individual project in a continuing contract by using the change in the June-to-June Consumer Price Index for All Urban Consumers issued by the Bureau of Labor Statistics of the United States Department of Labor. The department shall publish the adjusted amount on its website;

- b. Study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000; or
- c. Work of a specified nature as outlined in the contract required by the TOWN, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.

If the statutory limits are adjusted by operation of law, the new limits shall automatically apply to any work authorization.

I. MINIMUM REQUIRED EXPERIENCE & QUALIFICATIONS

In order to be deemed responsive and considered for contract award, firm(s) or individuals must satisfy the following mandatory minimum requirements for their respective disciplines:

General Requirements:

- A. Maintain an office in the tri-County area (Broward, Dade and Palm Beach Counties), which is the home office for the principal professional of record and most of the professional's support team.
- B. Possess and maintain all necessary and appropriate Florida licenses and certifications required for the services proposed to be provided.

Engineering and/or Traffic Engineering Services

- C. Have at least fifteen (15) years of experience in providing engineering services to local governments.
- D. The person proposed to be assigned to manage the TOWN contract shall be a registered professional engineer with the State of Florida and shall provide his or her license number in the response.
- E. The Traffic Engineer proposed to be assigned to the TOWN contract must be a registered professional engineer with the State of Florida and provide his or her license number in the response.
- F. The Traffic Engineer proposed to be assigned to the TOWN contract by a multi-disciplinary firm must be currently certified as a Professional Transportation Planner (PTP) by the Institute of Transportation Engineers (ITE) and provide his/her certificate number in the response. Additional certification as a Professional Traffic Operations Engineer (PTOE) is preferred.

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If a firm has not been in existence for the required number of years, but the principals who are proposed to be assigned to the TOWN's contract have the requisite experience with another firm, that experience may satisfy the required experience.

II. SELECTION PROCESS

The TOWN will follow the selection process set forth below and in accordance with the TOWN Purchasing Manual, which is on the TOWN's website: <https://www.lauderdalebythesea-fl.gov/DocumentCenter/View/2431/2023-Purchasing-Manual?bidId=>

- A. **Reserved Rights:** The TOWN reserves the right to:
 - Change the Submittal Deadline or cancel this RFQ;
 - Reject incomplete, irregular, or non-responsive response;
 - Reject responses with or without cause and for any reason including, but without limitation, if the Respondent fails to submit any required documentation, if the Respondent is in arrears or in default upon any debt or contract to the TOWN or has failed to perform faithfully any previous contract with the TOWN or with other governmental jurisdictions;
 - Solicit and re-advertise for other response; or,
 - Waive any irregularities or informalities when in the best interest of the TOWN.
- B. **Interviews:**

The TOWN wishes to avoid the expense to the TOWN and to Respondents of unnecessary presentations. Therefore, the TOWN will make every reasonable effort to achieve the initial ranking using written submittals. The TOWN, however, reserves the right to conduct personal interviews or require presentations prior to selection if the TOWN deems this is necessary in order to select its top-ranked firms. The TOWN will not be liable for any expenses which Respondents may incur in connection with a presentation to the TOWN or related in any way to this RFQ.
- C. **Request for Additional Information:**

The Respondent shall furnish such additional information as the TOWN may reasonably require. The TOWN reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate, and to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Respondent, including shareholders, principals and senior management. Failure to provide additional information requested may result in disqualification of the response.
- D. **Evaluation Committee**

Section 1 General Information

- a. An Evaluation Committee (the “**Committee**”) will be established by the Town Manager or Deputy Town Manager to review and evaluate all submittals.
- b. The Purchasing Administrator will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with the RFQ requirements may disqualify a response.
- c. The Committee will then evaluate the submittals based on the evaluation criteria below and establish a list of Qualified Firms deemed to be the most qualified and most advantageous to the TOWN to provide the services requested.
- d. The Committee or the Town Commission may request oral presentations from the Respondents. The selection recommendation will be brought to the Town Commission for approval and authorization to begin contract negotiation with the most qualified firms.

E. Shortlisting of Firms.

Depending on the number of responses received, the Town may short-list respondents in order to facilitate more in-depth analysis of a manageable number of responses. These short-listed respondents may or may not be interviewed by the appointed Committee.

For continuing contracts, multiple firms may be determined to be qualified and placed on a qualified vendors list for the types of services identified in this RFQ.

III. EVALUATION CRITERIA

The following criteria will be used to evaluate the submittals. Not all of these criteria will apply to each discipline for which professional services are sought.

Criteria		Maximum Points
1.	<u>Qualifications of Firm:</u> To include years of experience, ability, capacity and skill of firm(s) and personnel to perform, including timeliness, stability and availability, licenses, insurance, etc.	25
2.	<u>Qualifications the Project Team:</u> To include experience and qualifications of key personnel that will be assigned to the Town’s projects.	30

Section 1 General Information

3.	<u>Approach to the Handling of Potential Projects & Timeliness</u> Indicate Firm's understanding of proposed needs and projects proposed by the Town.	25
4.	<u>Previous Similar Projects & References</u> Experience and background in providing similar services and past performance, including, but not limited to, familiarity with local regulatory agency procedures and requirements, and assisting in the administration of funding and grants requirements.	20
TOTAL		100

- A. Respondent's number of years in business.
- B. Respondent's in-house expertise and applicability for the required services, including the demonstrated experience of the key officers and individuals proposed to be assigned to the TOWN contract.
- C. The scope, breadth, depth and quality of experience and past performance record on projects of similar type, size, quality and scope in Florida and elsewhere. Experience in completing projects and providing services similar to those required by the TOWN as demonstrated in project/service history descriptions.
- D. Is the Respondent a licensed general contractor with expertise in alternative delivery methods, such as design-build and Construction Management at Risk. This experience in alternative delivery is not required for award, particularly for a contract to provide general civil engineering, but is considered by the TOWN to be advantageous.
- E. Ability of the Respondent to fully provide services in one or more of the disciplines sought in this RFQ with in-house resources and the availability of those resources.
- F. Respondent's dependence on outside contractors and the qualifications, licenses and references for any proposed sub-consultants or subcontractors may be considered.
- G. Respondent's ability to provide all services required in a timely manner, including Respondent's ability to respond quickly, efficiently and cost-effectively.
- H. Respondent's familiarity and success with permitting agencies and permitting procedures in South Florida.
- I. The sufficiency of Respondent's staff to provide the required services.

Section 1 General Information

- J. Past performance with other governmental jurisdictions and, if applicable, on TOWN projects (previous employment or contractual experience with the TOWN is not required).
- K. The location of the firm and the place from which the work is to be performed.
- L. Past history of meeting required time frames.
- M. Financial resources and capabilities.
- N. Other factors considered relevant to analyze Respondent's expertise including as authorized or required by Florida Statutes.

IV. CONTRACT AWARD

Any contract award resulting from this RFQ shall be subject to Town Commission approval and execution of a contract approved by the Town Attorney.

The award will be to the Qualified Firm(s) whose submittal complies with all material requirements set forth in this RFQ and whose qualifications and response, in the opinion of the TOWN, are the most advantageous to the TOWN, taking into consideration all aspects of the Respondent's response.

The TOWN shall be the sole judge of its own best interests, the responses, and the resulting negotiated continuing services contract, if any.

V. CONTINUING CONTRACT

The TOWN anticipates entering into continuing contracts with the Qualified Firms judged by the TOWN to be the most highly qualified to perform the requested services.

The selected Respondent is expected to execute the Town's standard Continuing Professional Services Agreement, in a form similar to the attached sample agreement and subject to final approval by the Town Attorney.

The TOWN's standard Continuing Professional Services Agreement is included as **Exhibit 9**.

VI. ETHICS

With respect to submittals to this RFQ or any future transaction with the TOWN, if any Respondent or Selected Firm violates or is a party to a violation of the ethics ordinances or rules of the TOWN, or the provisions of Chapter 112, part III, Florida Statutes, the Code of Ethics for Public Officers and Employees, such Respondent or Selected Firm may be disqualified from furnishing the services for which the submittal or response is submitted

Section 1 General Information

and may be further disqualified from submitting any future submittals or responses for goods or services to TOWN.

VII. RESPONSIBLE VENDOR DETERMINATION

Section 287.05701, Florida Statutes, prohibits the TOWN from requesting documentation of or considering a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Additionally, the TOWN may not give preference to a vendor based on the vendor's social, political, or ideological interests.

VIII. CAMPAIGN FINANCE RESTRICTIONS

Vendors are required to comply with the TOWN's campaign finance restrictions pursuant to Section 20-25 of the Town Code of Ordinances. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner. Violations of the restrictions in Section 20-25 may result in penalties or disqualification.

End of SECTION 1

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Section 2 – RFQ Requirements

1. RFQ GENERAL INFORMATION

A. INCURRED EXPENSES

The TOWN is not responsible for any expenses that Respondents may incur preparing and submitting their response to this RFQ or for any expenses related to any presentation by Respondents, whether requested by the TOWN or otherwise.

B. INQUIRIES

Any and all questions or requests for information or clarification pertaining to this RFQ must be made in writing via email to the Town Clerk (townclerk@lbts-fl.gov) by no later than 7 working days prior to the Submittal Deadline. Please mark the correspondence "RFQ No. 24-07-02 QUESTION". The TOWN will not respond to oral inquiries, written inquiries not submitted via email, or inquiries submitted via email after the deadline for inquiries. If inquiries are submitted after the deadline, the TOWN will respond indicating that the deadline for inquiries has expired.

The TOWN will respond to written inquiries that are submitted via email and are received at least 7 working days prior to the Submittal Deadline. The TOWN will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the TOWN will post the addenda to DemandStar and the Town's website. Although the TOWN will make an attempt to notify each prospective Respondent of any addendum or change in requirements or dates, it is the sole responsibility of a Respondent to remain informed as to any changes to the RFQ.

C. ADDENDUM, AMENDMENT, CHANGE IN DATES

At its sole discretion, the TOWN may postpone or reschedule any dates in the selection process or any term of the RFQ. If changes are made, the TOWN will issue an addendum (addenda) prior to the Submittal Deadline. It is the sole responsibility of a Respondent to remain informed as to any changes.

D. PRE-RESPONSE MEETING

A pre-response meeting is not scheduled or anticipated.

F. RESPONSE SUBMISSION

Respondents shall submit in a sealed, opaque package:

- one (1) original printed response;
- one (1) hard copy of the printed response; and,
- one (1) electronic copy of the response Via email to the Town Clerk at Townclerk@lbts-fl.gov.

Section 2 – RFQ Requirements

The electronic copy of the response shall be in PDF or Microsoft Word file formats. Complex graphics, appendixes, and additional materials do not have to be submitted electronically.

Submissions shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea
RFQ No. 24-07-02
Project: Town Engineering Services
Submitted by: _____
Address: _____
Telephone: _____
Email: _____

Responses shall be submitted electronically as well as in person or by mail prior to the Submittal Deadline. **ONE HARD COPY AND ONE ELECTRONIC COPY ARE REQUIRED IN ORDER TO BE CONSIDERED A VALID SUBMISSION**

The TOWN cautions Respondents to assure actual delivery of responses to the TOWN prior to the Submittal Deadline. Telephone confirmation of timely receipt of a response may be made by calling the Office of the Town Clerk (954-640-4200).

Submittals, additions, or changes after the Submittal Deadline will not be accepted and will be returned to the Respondent.

Respondents may withdraw their responses by notifying the TOWN in writing via email at any time prior to the opening. Responses, once opened, become property of the TOWN and will not be returned.

G. PUBLIC RECORDS

Responses to this RFQ are public records and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Respondent's responsibility to become familiar with these concepts and to specifically note any information in the response that they believe is confidential and/or exempt from public disclosure.

2. RESPONSE FORMAT & CONTENT

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

RESPONDENTS SHALL COMPLETE AND SUBMIT THE REQUIRED RFQ FORMS OR YOUR RESPONSE WILL BE DEEMED NON-RESPONSIVE.

Section 2 – RFQ Requirements

The forms may be duplicated and most are available in WORD. Any erasures or corrections on the form must be made in ink and initialed by Respondent in ink. All information submitted by the Respondent shall be printed, typewritten or completed in ink. Responses shall be signed in ink.

All responses shall be submitted as specified in this RFQ. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the response must fully respond to all parts of the RFQ.

Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the response. If publications are supplied by a responder to respond to a requirement, the response should include reference to the document number and page number. Responses lacking this reference may be considered to have no reference material included.

Respondents shall prepare their responses using the following format:

1. Title Page

The title page shall show the name of Respondent's agency/firm, address, telephone number, name of contact person, date, and the RFQ number.

2. Letter of Transmittal

This letter will summarize in one or two pages, the following information:

- a. List the professional services identified in this RFQ you are qualified and willing to perform.
- b. A statement that the business is licensed, permitted and/or certified to do business and practice a specific discipline, or is a design- build firm (as applicable) in the State of Florida and attach copies of all such licenses issued to the business entity.

- c. Identify any supplemental materials that have been included that might enhance the TOWN's understanding of the firm and its capabilities and experience in light of the qualification evaluation criteria.

- d. Identify the Authorized Representative.

The name of the person who is authorized to make representations for the Respondent during the evaluation phase, their title, email address, and telephone number.

- e. Identify the Contract Administrator.

The name of the person who will be the firm's contact during the term of the contract, their title, email address, and telephone number.

- f. Identify the Project Manager.

The name of the person who will be assigned as the primary contact with the TOWN, their title, email address, and telephone number. Provide the person's background, training, experience, qualifications and authority.

Section 2 – RFQ Requirements

- g. The official legally authorized to negotiate and execute a contract on behalf of the Respondent must sign the letter of transmittal.

3. Table of Contents

Include a clear identification of the submitted material by section and by page number.

4. Organization Profile, Qualifications and Experience (RFQ Form 1, Exhibit 1)

A. Complete Form 1 (**Exhibit 1**) and include it as the first page of this section.

B. Following Form 1, provide the following information in the order requested in the format of your choosing :

- Considerable relevant experience that demonstrates both the experience and capability of particular personnel who will actually perform the work.

Include the work that the firm has done within the past ten (10) years for other governmental entities. Describe the work performed, and the year and amount of time the firm was engaged. Provide contact information for each.

Note: If a firm has not been in existence for ten (10) years, or the personnel who are proposed to be assigned to the TOWN's contract have the requisite experience with another firm, list the work by both the firm and the personnel.

- Include documentation indicating that the firm or individual is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the individual responsible.
- The resumes and professional qualifications of the primary individual(s) who may work on the TOWN's projects.

5. References (RFQ Form 2, Exhibit 2)

Complete RFQ Form 2 (**Exhibit 2**) by providing at least four (4) clients or business references, with whom we may speak during the evaluation phase, which have utilized the services being proposed to the TOWN.

6. Insurance:

Include a statement that the Respondent commits to, and is able to, obtain and provide proof of insurance that meets the requirements specified in the standard Continuing Professional Services Agreement (**Exhibit 9**).

NOTE: The following is NOT required when you submit your response.

Section 2 – RFQ Requirements

If deemed to be a Qualified Firm, Respondents shall provide a list of claims for the past five (5) years, including those presently outstanding against the firm.

This information shall be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

7. Continuing Professional Services Agreement
Include a statement that the Respondent takes no exceptions to the TOWN's standard agreement (**Exhibit 9**) or in the alternative, clearly and prominently indicate what exceptions are taken and any proposed modifications to the TOWN's continuing services contract (**Exhibit 9**).

RESPONDENTS TAKING EXCEPTION ARE SOLELY RESPONSIBLE FOR THIS RISK. The TOWN is under no obligation to accept or consider any exceptions, or accept any Response with an exception. Respondents are reminded that they may submit one Response without exceptions and an alternate Proposal with exceptions.

8. Additional Forms.

THE FOLLOWING ADDITIONAL FORMS SHALL BE EXECUTED AND SUBMITTED WITH YOUR RESPONSE TO BE DEEMED RESPONSIVE.

EXHIBIT 1, RFQ FORM 1:	QUALIFICATIONS STATEMENT
EXHIBIT 2, RFQ FORM 2:	REFERENCES
EXHIBIT 3, RFQ FORM 3:	RESPONDENT'S CERTIFICATION
EXHIBIT 4, RFQ FORM 4:	SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME
EXHIBIT 5, RFQ FORM 5:	NO FINANCIAL INTEREST STATEMENT
EXHIBIT 5. RFQ FORM 6:	E-VERIFY AFFIDAVIT
EXHIBIT 7, RFQ FORM 7:	NONCOERCIVE CONDUCT AFFIDAVIT
EXHIBIT 8, RFQ FORM 8:	SINGLE EXECUTION AFFIDAVITS

9. Compensation

The response **shall not** include rates or fees for any services. The Town Manager will negotiate fees that the TOWN determines to be fair, competitive and reasonable with the most qualified firms.

10. Representations and Warranties.

In submitting a response, Respondent warrants and represents that:

Section 2 – RFQ Requirements

- A. Respondent has given TOWN written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent has discovered in this RFQ and any addenda thereto, and the written resolution thereof by the TOWN is acceptable to Respondent.
- B. The RFQ is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the response that is submitted.
- C. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the TOWN has any interest, financially or otherwise, in this RFQ or related contract.

End of Section 2

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***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH YOUR RESPONSE
TO BE DEEMED RESPONSIVE.***

RFQ FORM 1: QUALIFICATIONS STATEMENT

Respondent: _____

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - a. The correct and full legal name of the Respondent is:
 - b. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - c. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail:
 - a. Number of employees;
 - b. Number of years your organization been in business; and,
 - c. The organization's specialty.
3. The contact information (address, telephone and email address) of the principal place of business:
4. The contact information (address, telephone and email address of the closest business location to TOWN if different than number 3:
5. Name and title of employees to be assigned to the Town contract, if awarded:
6. Company identification numbers for the Internal Revenue Service:
7. Broward County business tax receipt number, if applicable, and expiration date:
8. List the last three projects of this nature that the firm has completed. Please provide project description, reference and cost of work completed.
9. Have you ever failed to complete any work awarded to you? If so, where and why?

10. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this contract that are **in progress** as of the date of submission of this Response.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

Provide the following information for any subcontractors you propose to engage if awarded a contract.

Subcontractor Name	Contact Information	Work to be Performed

The foregoing list of subcontractors may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFQ FORM 3: RESPONDENT'S CERTIFICATION

Respondent: _____

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.***

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Qualifications referenced above ("RFQ") and any other documents accompanying or made a part of this RFQ.

I hereby propose to furnish the goods or services specified in the RFQ. I agree that my response will remain firm for a period of 150 days in order to allow the TOWN adequate time to evaluate the responses.

I certify that all information contained in this response, which includes the TOWN required RFQ forms A, B, C, D and E is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

Respondent hereby authorizes the TOWN, its staff or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.

I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the TOWN or any other proposer has a financial interest in said response; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters herein contained and was duly authorized to do so.

If this response is selected, I understand that I will be expected to execute the TOWN's standard Continuing Services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, nor any of

its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By:

Signature

Print Name and Title

Mailing Address

**THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.**

**RFQ FORM 4: SWORN STATEMENT PURSUANT TO SECTION
287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY
CRIME**

**TO BE VALID, THIS FORM SHALL BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS**

1. This sworn statement is submitted to The Town Commission of the Town of Lauderdale-By-The-Sea, Florida by: _____

(print this individual's name and title)

for _____

(print name of entity submitting sworn statements)

Whose business address is: _____

And, if applicable, whose Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ____ - ____ - ____.

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions 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 any 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents

who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

There has been a proceeding concerning the conviction before a hearing officer in 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).

The person or affiliate was placed on the convicted vendor 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).

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS

LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date: _____

(Signature)

STATE OF FLORIDA
COUNTY OF: _____

Sworn and subscribed before me this _____ day of _____, 20____
by _____ who is Personally known to me__ Or
who produced identification _____
(Type of Identification)

(Signature) Notary Public-State of Florida

(Printed, typed or stamped commissioned name of notary public)

My commission expires _____ (SEAL)

***THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.***

RFQ FORM 5: NO FINANCIAL INTEREST STATEMENT

The undersigned guarantees the truth and accuracy of this statement.

The Respondent recognizes and certifies that no elected official, board member, or employee of the Town of Lauderdale-By-The-Sea (the "Town") shall have a financial interest directly or indirectly in this RFQ, related contract, if any, or any compensation to be paid under or through these matters, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the TOWN, nor any spouse, parent or child of such employee or elected or appointed officer of the TOWN, may be a partner, officer, director or proprietor of Respondent, and further, that no such TOWN employee or elected or appointed officer shall be employed by the firm or receive any compensation from the firm for a period of at least twelve (12) months after leaving the employ or agency of the TOWN.

Name of Business

By: _____
Signature

Print Name and Title

Mailing Address

RFQ FORM 6: E-VERIFY AFFIDAVIT

E-VERIFY AFFIDAVIT

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

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm'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 submitting a response to this RFQ and signing below, the respondent Firm 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 submitted as part of the response.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

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 _____
(name of person) as _____ (type of authority) for _____
(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

RFQ FORM 7: Affidavit Attesting to Noncoercive Conduct
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 a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), 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 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 in accordance with Section 787.06.

Written Declaration

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

By:

Authorized Signature

Print _____ Name _____ and _____ Title: _____

Date: _____

RFQ FORM 8: SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR CONSULTANT AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR CONSULTANT CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR CONSULTANT IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A STATEMENT OF QUALIFICATIONS/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

NAME OF RESPONDENT

By: _____
INDIVIDUAL'S NAME AND TITLE

FEIN OF PROPOSING OR BIDDING ENTITY

Date: _____

Americans with Disabilities Act Compliance Affidavit

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

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract. No portion of the sum herein proposed will be paid to any employees or elected officials of Lauderdale-By-The-Sea or its consultants as a commission, kickback, reward, or gift, either directly or indirectly, by Respondent or any member of Respondent's firm or any officer of the Respondent.

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, commission member, or employee of Lauderdale-By-The-Sea (the "Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town Commission members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or Submittal is submitted and may be further disqualified from submitting any future bids or Submittals for goods or services to Town.

Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Consultant has personal knowledge of the matters set forth in its Submittal/Bid and is fully informed respecting the preparation and contents of the attached Submittal/Bid and all pertinent circumstances respecting the Submittal/Bid;
2. The Submittal/Bid is genuine and is not a collusive or sham Submittal/Bid; and
3. Neither the Respondent/Consultant nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Consultant, firm, or person to submit a collusive or sham Submittal/Bid, or has in any manner, directly or indirectly, sought by agreement or

collusion or communication or conference with any other Respondent/Consultant, firm, or person to fix the price or prices in the attached Submittal/Bid or of any other Respondent/Consultant, or to fix any overhead, profit, or cost element of the Submittal/Bid price or the Submittal/Bid price of any other Respondent/Consultant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Lauderdale-By-The-Sea or any person interested in the proposed Contract.

Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFQ is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Respondent Initials

Ownership Disclosure Affidavit

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

Name	Address	Ownership (%)

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

Name	Address

Respondent Initials

Truth in Negotiation Certificate (if applicable)

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for Projects and services that may be offered pursuant to this Request for Submittals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, Project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Town, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with Lauderdale-By-The-Sea, Florida.

Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Submittals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with Lauderdale-By-The-Sea, Florida. Consultant understands that for the breach or violation of this provision, the Town shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Respondent Initials

Drug-Free Workplace Program

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining 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 commodities or 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 employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo 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.

RFQ FORMS

6. Make 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 firm complies fully with the above requirements.

Respondent Initials

Acknowledgment of Conformance with OSHA Standards

Respondent acknowledges and agrees that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to indemnify and hold harmless Lauderdale-By-The-Sea, against any and all liability, claims, damages losses and expenses they may incur due to our failure to comply with such act or regulation.

Respondent Initials

Exhibit 9

to the RFQ

CONTINUING PROFESSIONAL SERVICES AGREEMENT

LAUDERDALE BY • THE • SEA



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CONTINUING PROFESSIONAL SERVICES AGREEMENT

Between

TOWN OF LAUDERDALE-BY-THE-SEA

And

(CCNA)

THIS CONTINUING PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is made between the Town of Lauderdale-By-The-Sea, Florida, a Florida municipal corporation (the “**TOWN**”) and _____, a _____ corporation authorized to do business in the State of Florida, (the “**CONSULTANT**”).

WHEREAS, pursuant to Section 287.055, Florida Statutes, known as the Consultants’ Competitive Negotiation Act (“**CCNA**”), the TOWN issued RFQ No. _____ for Continuing Professional Services (the “**RFQ**”) and selected the **CONSULTANT** to provide professional _____ (fill in disciplines consultant was selected to provide) _____ services for the Town on an as needed basis; and

WHEREAS, the **CONSULTANT** is willing and able to perform such professional services for the TOWN within the basic terms and conditions set forth in this Agreement; and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize the **CONSULTANT** to perform a specific project, but to set forth certain terms and conditions that shall automatically be incorporated into subsequent Work Authorizations for specific projects.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and **CONSULTANT** agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated herein.

SECTION 2. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning. Additional definitions provided for in the RFQ are also incorporated herein.

- 2.1 **Contract Documents** refers to this Agreement, the Request for Qualifications No. 24-07-01 (RFQ), attached hereto and incorporated herein as **Exhibit 1**, **CONSULTANT**’s response to the RFQ, opened _____, attached hereto and incorporated herein as **Exhibit**

2, all specifications, Certificate(s) of Insurance, Work Authorizations and all written amendments issued on or after the effective date of this Agreement.

In the event of conflict among the various components of the Contract Documents, the following shall govern in the following order: this Agreement, any written amendments thereto, the RFQ (**Exhibit 1**), CONSULTANT's Proposal (**Exhibit 2**), and Work Authorizations.

- 2.2 **Compensation** means the total amount paid by the TOWN for the CONSULTANT's professional services pursuant to an executed Work Authorization, exclusive of Reimbursable Expenses.
- 2.3 **Reimbursable Expenses** means the expenses directly attributable to the Work Authorization that are not Compensation in the Work Authorization, but that the TOWN agrees in writing will be costs the TOWN will reimburse to the CONSULTANT. Reimbursable Expenses may include, application and permit fees paid for securing approval of authorities having jurisdiction over the Work Authorization; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents specified the Work Authorization; travel expenses as provided in Paragraph 3.4 of this Agreement. Travel Expenses are not a reimbursed expense unless CONSULTANT has secured advance written authorization for such travel from the Town Manager.
- 2.4 **Subcontractor Fee** means the direct and actual cost of the subcontractor with no markup, as reflected by actual invoices of the subcontractor.
- 2.5 **Work Authorization** means the document issued by TOWN to a CONSULTANT authorizing a specific scope of services, the Compensation to be paid, the time frame to complete the work and other project specific details.

SECTION 3. WORK AUTHORIZATIONS;SCOPE OF SERVICES;COMPENSATION

- 3.1 In accordance with the CCNA, the CONSULTANT shall provide professional services to the TOWN for projects that are specified in Work Authorizations that may be approved from time to time by either the Town Commission or Town Manager as authorized by this Section 3. The TOWN reserves the right to select one or more firms to perform any specific project.
- 3.2 When the need for services for a specific project occurs, the Town Manager may, in his or her sole discretion, enter into negotiations with the CONSULTANT for a Work Authorization under the terms and conditions of this Agreement. The TOWN shall initiate said negotiations by providing the CONSULTANT with a "Scope of Services Request," requesting from the CONSULTANT a proposal to provide such professional services. The CONSULTANT shall prepare a proposal that addresses those subjects specified in subsection 3.3 (a) through (f). The Town Manager or designated representative and CONSULTANT shall negotiate the terms of the Work Authorization in accordance with the provisions of this Section 3. Each Work Authorization shall be deemed to incorporate this Agreement by this reference.

- 3.3 The TOWN and CONSULTANT shall utilize the TOWN's standard Work Authorization document, a copy of which is attached as **Exhibit 3**, to set forth, among other things, the following:
- a. The Scope of Services;
 - b. The tasks to be performed, including any deliverables;
 - c. The schedule to perform various tasks identified and the completion date of the entire scope of services;
 - d. The amount of Compensation and the proposed payment schedule;
 - e. The name of the CONSULTANT'S Project Manager and any subcontractors assigned to the Work Authorization; and
 - f. Any other details necessary to accomplish the specific project.
- 3.4 Travel Expenses, whether within or outside of Broward County, and whether to the specific project or otherwise, are not a reimbursed expense unless CONSULTANT has secured advance written authorization for such travel from the Town Manager. All approved travel expenses will be reimbursed in accordance with the TOWN's adopted travel policy.
- 3.5 The Compensation for a Work Authorization may be a lump sum or based on hourly rates with a maximum amount of Compensation that may not be exceeded without additional approval from the TOWN.
- 3.6 If the Town Manager determines that the CONSULTANT's services for a particular project are needed on an hourly basis, in lieu of a lump sum Compensation package, the CONSULTANT shall charge the TOWN for professional services at the hourly rates set forth in **Exhibit __**, which is attached and incorporated into this Agreement. The Work Authorization shall specify that the CONSULTANT's services shall be provided on an hourly basis with a maximum amount of Compensation that may not be exceeded without additional approval from the TOWN.
- 3.7 CONSULTANT will invoice the TOWN on a monthly basis for services rendered the previous month, or less frequently as the Work Authorization provides. The invoice shall identify work completed, by whom and the percentage of the Work Authorization completed. .

Within 10 days after receipt of the invoice, the Town shall notify CONSULTANT, in writing, of any discrepancies or disputed items on the invoice and indicate what corrective action on the part of the CONSULTANT is needed to make the invoice proper. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records and payment records of CONSULTANT. The TOWN shall pay the CONSULTANT the undisputed portion of the invoice within thirty (30) days of receipt of the invoice.

If a dispute arises concerning payment of an invoice, the Town Manager or designee shall commence proceedings to resolve the dispute within thirty (30) days after receipt of the invoice. The Town Manager shall make a final determination regarding any disputed portion of the invoice within forty-five (45) days of receipt of the invoice during which time the Town Manager or designee shall meet with the CONSULTANT to seek resolution of the disputed invoice.

- 3.8 The professional services to be rendered by the CONSULTANT shall commence within three days of the execution of the applicable Work Authorization unless provided otherwise in the Work Authorization. Performance of work by CONSULTANT prior to execution of a Work Authorization shall be at CONSULTANT's sole risk. Time is of the essence with regard to this Agreement and any Work Authorization issued hereunder.
- 3.9 The Town Manager is authorized to negotiate and execute a Work Authorization for projects in which the CONSULTANT'S services do not exceed \$20,000.00. Any services exceeding \$20,000.00 require Town Commission approval. Should the Town Commission formally increase the Town Manager's authority to execute Work Authorizations, this Agreement shall automatically be adjusted to reflect that higher authority level.
- 3.10 In the event that a Work Authorization for design is based on budgeted funds available for a project, the following shall apply: Should the lowest responsible, responsive proposal or bid submitted by a third party for construction of a project designed by CONSULTANT exceed the CONSULTANT's final written estimate of construction costs ("Final Estimate") by 10% or more, CONSULTANT, at no additional cost to the TOWN, shall provide value engineering and redesign as necessary to reduce construction costs to be within 10% of the Final Estimate.

SECTION 4. TERM/TERMINATION

- 4.1 **Term of Agreement.** This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of five years, until _____, unless terminated earlier pursuant to this Agreement.

At the TOWN's option, this Agreement may be renewed for two successive two-year renewal terms under the same terms and conditions if mutually agreeable to the parties.

- 4.2 **Termination For Convenience.** The TOWN shall have the right at any time to terminate this Agreement for any reason whatsoever or without reason, upon thirty (30) calendar days' written notice to CONSULTANT. If any such termination notice is provided by the TOWN, the CONSULTANT shall immediately cease work on any Work Authorizations issued under this Agreement upon receipt of the notice from the TOWN. In the event the TOWN terminates the Agreement as provided for herein through no fault of the CONSULTANT, the TOWN shall pay to the CONSULTANT for work completed pursuant to this Agreement to the satisfaction of the TOWN, its reasonable documented costs actually incurred as of the date of the termination notice. Under no circumstances shall the TOWN make payment of profit for services that have not been performed.

- 4.3 **Termination For Cause.** This Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the TOWN, the CONSULTANT shall indemnify and hold the TOWN harmless against any loss pertaining to such termination. In the event that the CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.2 and the provisions of Section 4.2 shall apply.
- 4.4 **Non-Exclusive Agreement.** Notwithstanding the provisions of this Agreement, the Town Manager may issue requests for proposals at any time and may utilize the services of any other CONSULTANT retained by the TOWN under continuing services agreements for the same or similar services. Nothing in this Agreement shall be construed to give the CONSULTANT a right to perform services for a specific project.
- 4.5 **Town Right to Extend.** At the sole discretion of the Town Manager, this Agreement may be extended for a period of up to one hundred fifty (150) days beyond the specified expiration date in Section 4.1 if such extension is deemed by the Town Manager to be in the best interest of the Town. Extensions beyond one hundred fifty (150) days must be approved by the Town Commission.

SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

- 5.1 **Change Order Defined.** A Change Order shall mean a written order to the CONSULTANT executed by the TOWN and CONSULTANT, issued after execution of a Work Authorization, authorizing and directing a change in the Scope of Services or an adjustment in the Compensation or the completion time, or any combination thereof. A Work Authorization shall only be modified by an executed Change Order or the issuance of a new Work Authorization.
- 5.2 **Effect of Executed Change Order.** The execution of a Change Order by the TOWN and the CONSULTANT shall constitute conclusive evidence of the CONSULTANT and the TOWN's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONSULTANT, by executing the Change Order, waives and forever releases any claim against the TOWN for additional time or Compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order. The CONSULTANT agrees that no claim for delay damages shall be asserted against the TOWN and hereby waives the right to assert any such claim.

SECTION 6. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement or any subsequent Work Authorization that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. TOWN'S RESPONSIBILITIES

- 7.1 TOWN shall assist CONSULTANT by providing CONSULTANT with available information that is pertinent to the Work Authorization as may be requested in writing by the CONSULTANT and allow reasonable access to pertinent information relating to the services to be performed by CONSULTANT.
- 7.2 TOWN shall provide CONSULTANT access to TOWN property as required for CONSULTANT to perform services under this Agreement or any Work Authorization.

SECTION 8. ETHICS

- 8.1 The applicable code of ethics from the state professional organization of the CONSULTANT's professional discipline shall be incorporated in this Agreement by this reference. For example, for engineers, the code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference. If there is not a code of ethics from the state professional organization, then the code of ethics from the national professional organization shall be incorporated.
- 8.2 CONSULTANT warrants and represents that its employees shall abide by the applicable provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, and Broward County Code of Ethics (County Code Section 1-19), as they may be amended from time to time.
- 8.3 No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 8.4 No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

SECTION 9. POLICY OF NON-DISCRIMINATION/WAGES

- 9.1 The CONSULTANT shall comply with all federal, state, and local laws and ordinances applicable to the work or services provided under this Agreement or any Work Authorization and shall not engage in or commit any discriminatory practice against any person based on race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability, political affiliation or any other factor which cannot

be lawfully used as a basis for service delivery in the performance of work under this Agreement or a Work Authorization.

- 9.2 If a specific project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, CONSULTANT shall be required to comply with such provisions.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

- 10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the TOWN or furnished by the CONSULTANT pursuant to this Agreement and any Work Authorization shall become the property of the TOWN, whether the Work Authorization for which they are made is completed or not, and shall be delivered by CONSULTANT to the TOWN within 10 calendar days after written notice requesting delivery of such documents. In no event shall the CONSULTANT use, or permit to be used, any of the documents, without the TOWN'S prior written authorization.
- 10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the CONSULTANT for a Work Authorization shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the TOWN.
- 10.3 All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.
- 10.4 All deliverables should be provided in hard copy format as well as electronic format to the TOWN. Drawings should be provided in CADD and PDF, spread sheets in Microsoft Excel, and written documentation in Microsoft Word. The date of submittal to the TOWN shall be deemed to be the later of delivery of hard copies or delivery of electronic copies as applicable.

SECTION 11. RECORDS/AUDITS

- 11.1 CONSULTANT shall maintain and require subcontractors to maintain, complete and correct records, books, documents, papers and accounts pertaining to each Work Authorization and any work performed in connection with this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Town Manager or any authorized TOWN representative with reasonable notice and shall be kept for a period of five (5) years after the completion of each Work Authorization or such longer time as may be required by applicable law. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by, or reimbursement to, the TOWN of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the TOWN.
- 11.2 The CONSULTANT shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:
- (a) CONSULTANT agrees to keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this Agreement. CONSULTANT additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.
 - (b) Upon request from the TOWN's custodian of public records, CONSULTANT shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
 - (d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONSULTANT shall be delivered by the CONSULTANT to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONSULTANT shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONSULTANT shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
 - (e) Any Compensation due to CONSULTANT shall be withheld until all records are received as provided herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, townclerk@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

- 11.3 Refusal of the CONSULTANT to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the TOWN of this Agreement or any Work Authorization.

SECTION 12. NO CONTINGENT 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. In the event the CONSULTANT violates this provision, the TOWN shall have the right to terminate this Agreement or any Work Authorization, without liability, and at its sole discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

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

SECTION 14. ASSIGNMENT; AMENDMENTS

- 14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the TOWN, which may be withheld in the TOWN's sole discretion.
- 14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

- 15.1 The CONSULTANT shall indemnify and hold harmless the TOWN and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, or costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT or any persons employed or utilized by the CONSULTANT in the performance of this Agreement or any Work Authorization.
- 15.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement and each Work Authorization for the above hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 16.
- 15.3 Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes. The provisions of this Section 15 shall survive termination of this Agreement.

SECTION 16. INSURANCE

The CONSULTANT shall secure and maintain throughout the duration of this Agreement and any Work Authorization, insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as specified below. The insurance coverage shall be primary insurance with respect to the CONSULTANT, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. The following minimum insurance coverage requirements shall apply on a per project basis:

- 16.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the CONSULTANT shall be allowed to provide services pursuant to this RFQ who is not covered by Worker's Compensation insurance.
- 16.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONSULTANT against claims for injuries to members of the public and/or damages to property of others arising from the CONSULTANT'S use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000 per occurrence

for Bodily Injury and Property Damage, Hired & Non-Owned Auto Liability. Defense Costs must be ‘outside the limits’ of liability.

- 16.3 **Comprehensive General Liability.** This insurance shall be written on a “per occurrence” basis only in comprehensive form and shall protect the TOWN and the CONSULTANT against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONSULTANT or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000 per occurrence combined single limit, or \$1,000,000 per occurrence/\$2,000,000 general aggregate for Bodily Injury and Property Damage and general aggregate for Products/Completed Operations. Comprehensive General Liability insurance shall include endorsements for property damage; personal injury, contractual liability; completed operations; products liability and independent contractors coverage. Defense Costs must be ‘outside the limits’ of liability.
- 16.4 **Professional Liability:** \$1,000,000 per incident. If coverage is written on a claims-made form, the retroactive date of coverage shall be no later than the inception date of the claims made coverage, unless the prior act policy was extended indefinitely to cover prior period acts. Provisions shall be made to provide coverage beyond the policy year, when necessary. Defense Costs must be ‘outside the limits’ of liability.

At the Town’s sole discretion, the requirement for professional liability insurance may be waived in certain limited circumstances based on the nature of a specific project.

- 16.5 **Certificate of Insurance:** Concurrent with the execution of this Agreement and prior to the execution of a Work Authorization, the CONSULTANT shall provide the TOWN an original Certificate of Insurance documenting compliance with each required insurance policy. The TOWN is to be specifically included as an Additional Insured for General Liability and Auto Liability of the CONSULTANT resulting from operations performed by or on behalf of TOWN in performance of this or any Work Authorization. The General Liability Additional Insured Endorsement MUST include ‘Completed Operations’ using the latest version of CG 20 37 04 13- Additional Insured-owners, lessees, or contractors-**Completed Operations** & CG 20 10 04 13 Additional Insured-owners, lessees or contractors-scheduled person or organization. Each Certificates of Insurance shall be endorsed with a provision that not less than thirty (30) calendar days’ written notice shall be provided to the TOWN before any policy or coverage is cancelled or restricted. CONSULTANT’s proposed insurance coverage is subject to approval of the Town Manager, in the Town Manager’s sole discretion.

CONSULTANT’S insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to CONSULTANT’S insurance. CONSULTANT’S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

- 16.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONSULTANT shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the CONSULTANT, as a condition of execution of a particular Work Authorization, to provide a bond or other monetary consideration to cover the CONTRACTORS' deductible for Professional Liability Insurance.
- 16.7 Insurance carriers providing the insurance required by this Agreement or any Work Authorization must be licensed in the State of Florida as evidenced by certificates of authority from the Department of Financial Services of the State of Florida, or have an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have and must maintain a rating of "A" or better according to the A.M. Best Company. If during the period when an insurer is providing insurance required by this Agreement an insurer shall fail to comply with the foregoing minimum requirements, the Town shall be notified in writing as soon as possible. The Contractor shall have 20 days to replace such insurance with an insurer who meets the acceptable insurance provider requirements as stated herein.
- 16.8 The TOWN reserves the right to change the insurance requirements depending upon the scope of work in a Work Authorization.

SECTION 17. REPRESENTATIVE OF TOWN AND CONSULTANT

- 17.1 **TOWN Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager, or his/her designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.
- 17.2 **CONSULTANT Representative.** CONSULTANT shall inform the TOWN Representative, in writing, of the representative of the CONSULTANT to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

- 18.1 If either the TOWN or CONSULTANT is required to enforce the terms of this Agreement or any Work Authorization by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.
- 18.2 In the event of any litigation arising out of this Agreement or any Work Authorization, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement 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, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONSULTANT'S RESPONSIBILITIES

- 20.1 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction, as applicable, and shall comply with all applicable TOWN Codes, county, state and federal laws, rules and regulations.
- 20.2 The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the services for each Work Authorization as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper, as applicable, under similar circumstances. If at any time during the term of any Work Authorization or the construction of a specific project for which the CONSULTANT has provided engineering, architectural landscape architectural, surveying or mapping services under a prior Work Authorization, it is determined that the CONSULTANT's documents are incorrect, defective or fail to conform to the Scope of Services of the particular Work Authorization, upon written notification from the TOWN, the CONSULTANT shall immediately proceed to correct the work, re-perform services that failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the TOWN for any other services and expenses made necessary thereby, save and except any costs and expenses which the TOWN would have otherwise paid absent the CONSULTANT's error or omission. The TOWN's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement or the Work Authorization, in equity or otherwise.
- 20.3 The CONSULTANT'S obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or Work Authorization.
- 20.4 CONSULTANT shall comply with all laws, ordinances, and governmental rules, regulations and order, now or at any time during the term of the Agreement, which are applicable to or which affect the work performed under this Agreement or any Work Authorization or any procedures of the CONSULTANT for such work.

SECTION 21. SUBCONTRACTORS

- 21.1 In the event the CONSULTANT requires the services of any subcontractors or other professional associates in connection with services covered by any Work Authorization, the CONSULTANT must secure the prior written approval of the Town Manager.

- 21.2 Any subcontract with a subcontractor shall afford to the TOWN rights against the subcontractor which correspond to those rights afforded to the TOWN against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.
- 21.3 No reimbursement or payment shall be made to the CONSULTANT for any subcontractors that have not been previously approved by the TOWN for use by the CONSULTANT and CONSULTANT's solely responsible for use of unimproved subcontractors.
- 21.4 CONSULTANT shall provide the Town Manager with evidence of insurability consistent with the minimum insurance coverage requirements in Section 16 of this Agreement for all subcontractors proposed by CONSULTANT to perform services under this Agreement or any Work Authorization. The subcontractor's insurance shall list the TOWN as an Additional Insured for General Liability and Auto Liability of the subcontractor resulting from operations performed by or on behalf of TOWN in performance of this Agreement or any Work Authorization.

SECTION 22. NOTICES

Whenever either party desires to give notice to the other, it must be given by email, hand delivery, or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Telephone: ()
Email:

FOR TOWN:

Town of Lauderdale-By-The-Sea
Attention: Town Manager
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: (954) 640-4200
Email: Townmanager@lbts-fl.gov

With a copy to:

Town of Lauderdale-By-The-Sea
Attention: Town Attorney
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: (954)763-4242
Email: Srevarthen@wsh-law.com

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement and any Work Authorization 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, or any Work Authorization are accurate, complete, and current at the time of contracting. Each Work Authorization's Contract Prices and any additions shall be adjusted to exclude any significant sums by which the TOWN determines the Work Authorization Contract Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Work Authorization.

SECTION 24. DISPUTE RESOLUTION

- 24.1 Any dispute concerning performance of this Agreement shall be decided by the TOWN, who shall reduce the decision to writing and serve a copy on the CONSULTANT. The decision shall be final and conclusive unless within 21 calendar days from the date of receipt, the CONSULTANT files with the TOWN a petition for an administrative hearing. The TOWN's decision on the petition shall be final, subject to the CONSULTANT's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the CONSULTANT's ability to pursue any other form of dispute resolution, including, but not limited to, litigation; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- 24.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida.

SECTION 25. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Work Authorization. Venue of any action to enforce this Agreement or any Work Authorization shall be in Broward County, Florida.

SECTION 26. GOVERNING LAW

This Agreement and any Work Authorization shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 27. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 28. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 29. SEVERABILITY

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

SECTION 30. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

SECTION 31. SCRUTINIZED COMPANIES

- 31.1 CONSULTANT certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONSULTANT or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 31.2 If this Agreement is for more than one million dollars, the CONSULTANT certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONSULTANT, its affiliates, or its subcontractors are found to have

submitted a false certification; or if the CONSULTANT, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

31.3 The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

31.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 32. E-VERIFY

In accordance with Section 448.095, Florida Statutes, the TOWN requires all contractors doing business with the TOWN to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The TOWN 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 CONSULTANT 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.

Revised 7-2024

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The TOWN , signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by CONSULTANT by and through its _____, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

ATTEST:

TOWN OF LAUDERDALE BY-THE-SEA

Katrina Adler
Town Clerk

By: _____
Linda Connors
Town Manager

Date: _____

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

Susan L. Trevarthen
Town Attorney

CONSULTANT

By: _____
Name/Title

Date: _____

E-VERIFY AFFIDAVIT

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

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm'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 submitting a response to this RFQ and signing below, the respondent Firm 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 submitted as part of the response.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Firm: _____

ACKNOWLEDGMENT

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 _____
(name of person) as _____ (type of authority) for _____
_____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath