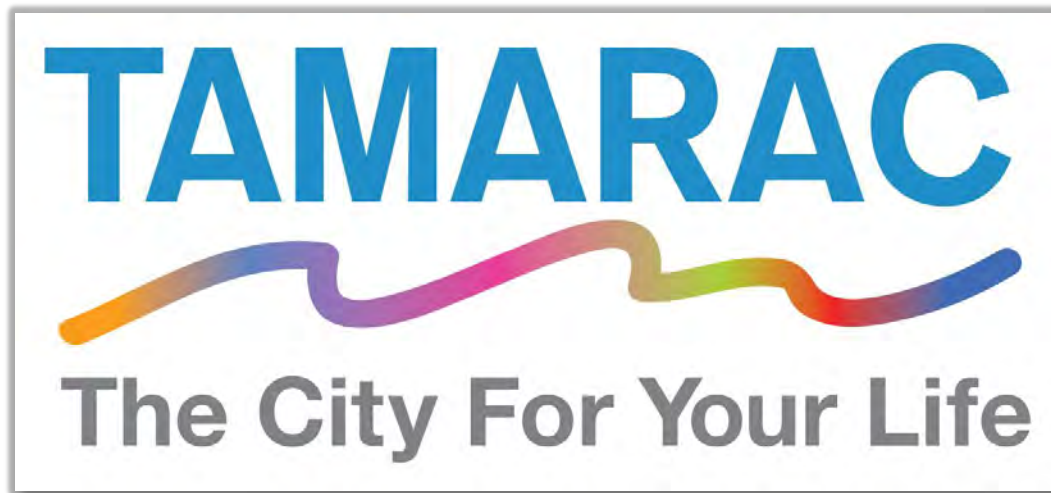


REQUEST FOR QUALIFICATIONS



RFQ 19-26Q

Design of Sunset Point / Veterans Park Renovation Project

Publish Date

07/19/2019

All Questions Due

08/09/2019 by 12:00 PM

Pre-Qualification Conference:

**7525 NW 88th Street, Tamarac, FL
33321**

**Solicitation Due and Solicitation
Opening Date:**

08/20/2019 at: 3:00 PM

**08/01/2019 at 10:00AM Room
105**

Where to Deliver Qualifications

<https://www.tamarac.org/bids>

**City of Tamarac
Purchasing Division
7525 NW 88th Avenue
Room 108
(954) 597-3570**

**On behalf of the
Public Services Department
6011 Nob Hill Road (2nd Floor)
Tamarac, FL 33321**

Date Issued: July 21, 2019

REQUEST FOR QUALIFICATIONS

19-26Q - Design of Sunset Point/Veterans Park Renovation Project

Due Date: **August 20, 2019 @ 3:00 P.M. EST**

ALL QUALIFIED FIRMS:

The City of Tamarac is soliciting proposals primarily on behalf of the Public Services Departments to obtain design work of the Sunset Point / Veterans Park Renovation Project in accordance with the requirements of the Consultants Competitive Negotiations Act (CCNA) F.S. 287.055. The proposed project sites are; Veterans' Park, 7825 Southgate Blvd. Tamarac, FL 33321 and Sunset Point Park, 11000 W. McNab Rd. Tamarac, FL 33321 (see conceptual site plans attached herein as Exhibits 1 & 2). The project will include the demolition and replacement of each existing restroom building and an expansion of the parking lot at Sunset Point Park and reconfiguration of the Veterans Park parking lot. Proposers shall submit responses electronically via <https://tamarac.bidsandtenders.org/Module/Tenders/en>, **on or before the date and time referenced above.**

The City's solicitation management system will not accept electronic responses after 3:00 p.m. with no exceptions. Any uncertainty regarding the time a submittal is received will be resolved against the submitting vendor. Proposer shall be required to register with bidsandtenders™ at www.tamarac.org/bids in order to obtain access to the bid documents, and to submit their electronic response. Additionally, all written inquiries shall be submitted through bidsandtenders™ and all written addenda shall be communicated through bidsandtenders™ as well. For inquiries, contact the Purchasing & Contracts Division Office at (954) 597-3570.

A Pre-Bid Qualification conference will be held on August 01, 2019, **beginning at 10:00AM** located at Tamarac City Hall, 7525 NW 88th Avenue, Tamarac, Florida 33321, **Room 105.**

City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for RFQ's, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interests of the City.

Best Regards,



Senior Procurement Specialist, CPPB

Advertise in Sun Sentinel: July 21, 2019

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STANDARD TERMS AND CONDITIONS

REQUEST FOR QUALIFICATIONS

Design of Sunset Point / Veterans Park Renovation Project RFQ: 19-26Q

1. OUR VISION & MISSION

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

**Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference**

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

These General Terms and Conditions apply to all offers made to the City of Tamarac by all prospective Proposers, including but not limited to, Requests for Quotes, Requests for Proposal and Requests for Solicitation. As such the words "solicitation", "proposal" and "offer" are used interchangeably in reference to all offers submitted by prospective Proposers. The City of Tamarac reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer or take any other actions that may be deemed to be in the best interest of the City of Tamarac. All special conditions in this RFP or any sample

agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

2. ACCESSIBILITY

The information contained in this document is available in an accessible format at:
<https://tamarac.bidsandtenders.org/Module/Tenders/en>.

3. TYPES OF SOLICITATIONS ISSUED BY THE CITY

Anytime the City releases a new solicitation it will contain a suffix of one of the following types:

B = Invitation for Bid (ITB)
R = Request for Proposal (RFP)
L = Letter of interest (LOI)
Q = Request for Qualifications (RFQ)
RB = Re-Bid
RP = Re-Proposal
FQ = Formal Quotation (RFFQ)
IQ = Informal Quotation (RFIQ)
HQ = Housing Quotation (RFHQ)

This prefix/suffix will determine what type of solicitation the City will be utilizing.

4. DEFINED TERMS

- 4.1 “Addenda”** – Written or graphic instruments issued prior to the opening of Solicitations which clarify, correct, or change the solicitation requirements or the contract document.
- 4.2 “Agreement”** – The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.
- 4.3 “City”** - the City of Tamarac, a municipal corporation of the State of Florida.
- 4.4 “Contract Administrator”** – The Department’s Director, or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the Board concerning the Contract Documents.
- 4.5 “Contract Documents”** – The contract documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions), drawings, specifications of this Solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.
- 4.6 “Contractor”** - the individual(s) or firm(s) to whom the award is made and who executes

the Contract Documents.

- 4.7 "Firm"** - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents
- 4.8 "On-line e-procurement system" or "e-procurement system"** – The City of Tamarac's solicitation management partner "bidsandtendersTM"
- 4.9 "bidsandtendersTM"** -- The City of Tamarac's on-line solicitation management partner and the e-procurement system used by the City. The terms "on-line e-procurement system" and "bidsandtendersTM" may be used interchangeably herein.
- 4.10 "Notice to Proceed"** – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.
- 4.11 "Offeror"** - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.
- 4.12 "Performance Based Contract"** -- A contracting model whereby satisfactory performance under the contract, will result in the City's exclusive use of the contractor for all contractual purchases for the full period specified as the contract term for the individual services as awarded. Unsatisfactory performance by the contractor shall result in the contractor's loss of exclusivity. If, in the sole judgment of the City, the contractor is not providing satisfactory service, the exclusive contractual relationship between the City and the contractor may be terminated, without penalty, by the City at any time after it has purchased the guaranteed volume of goods or services as specified in the Special Conditions and/or the Scope of Work. The principle of Performance Based Contracting, however, does not negate the right of the City to terminate the contract under the standard terms and conditions which govern contract termination.
- 4.13 "Project"** – the total scope of work for which the Contractor is responsible under this agreement, including all labor, materials, equipment and transportation used or incorporated in such performance of contract work.
- 4.14 "Proposer"** – one who submits a Proposal in response to a solicitation. The terms "Offeror" and "Proposer" are used interchangeably and have the same meaning.
- 4.15 "Proposal Documents"** - the Request for Qualifications, Instructions to Offerors, Offeror's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Offeror's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).
- 4.16 "Project Manager"** – The City's authorized project representative who is responsible for the full scope of project management tasks including authorizing and monitoring the work of consultants, vendors, and field staff of assigned projects. The Project Manager also is responsible to ensure successful completion of projects.
- 4.17 "Request for Proposals (RFP)"** -- A Request for Proposals (RFP) is a method of procurement permitting discussions with responsible respondents and revisions to

proposals **prior to** award of a contract. Proposals will be opened in private. Award may be made based on the responses based on the criteria set forth herein.

- 4.18 “Respondent/Offeree/Proposer”** - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Respondent, who submits a Proposal to the Offeror.
- 4.19 “Response Documents/Proposal”** - the Request for Qualifications, Instructions to Offerors, Respondent’s Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Respondent’s Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).
- 4.20 “Specifications”** – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, standards and workmanship as applied to the work and certain administrative details applicable thereto.
- 4.21 “Subcontractor”** – An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of any work.
- 4.22 “Successful Offeror/Respondent”** - the qualified, responsible and responsive Offeror/Respondent to whom City (on the basis of City’s evaluation as hereinafter provided) makes an award.
- 4.23 “Supplier”** – A manufacturer, fabricator, supplier, distributor, materialman or vendor.
- 4.24 “Term Contract”** -- A requirements agreement by which a specific good or service may be obtained from a vendor at a specific price for a specific timeframe.
- 4.25 “Work”** – The entire completed scope of work or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work is the result of performing services, specifically, including but not limited to furnishing labor, documentation, equipment and materials used or incorporated in the construction of the entire Contract Documents. The words “Project” and “Work” are used interchangeably.
- 4.26 “Written Amendment”** – A written amendment of the Contract Documents, signed by the CITY and the Contractor on or after the Effective Date of the Agreement and normally dealing with non-technical aspects rather than strictly work related aspects of the Contract Documents.

5. SPECIAL CONDITIONS AND/OR STATEMENT OF WORK

Where there appears to be variances or conflicts between the General Terms and Conditions and any Special Conditions and/or Statement of Work outlined in this proposal, the Special Conditions and/or the Statement of Work shall prevail.

6. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state, grant requirements (if Applicable) and

local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Procurement Officer of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Offeror, by and through the submission of a Proposal, agrees that Offeror shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

7. CLARIFICATION & ADDENDA

- 7.1** Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Scope of Work outlined in this document, the Special Conditions and/or the Scope of Work shall prevail.
- 7.2** The responding firm shall examine all response documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Responding firm shall contact the Purchasing & Contracts Division Office immediately.
- 7.3** Any inquiries, suggestions, requests concerning clarification, or requests for additional information shall be submitted online at <https://tamarac.bidsandtenders.org/>.
- 7.4** The City of Tamarac reserves the right to amend this proposal document prior to the response opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.
- 7.5** **** **SPECIAL NOTE** -- Addendums will only be issued electronically through the City's web-site. Vendors will be notified of the availability of new solicitations and addendums via e-mail (per the vendor's selected commodity choice).
- 7.6** It is essential that all vendors receiving a bid or proposal download the document from the City's web-site.
- 7.7** All responding firms must visit <https://tamarac.bidsandtenders.org/> to download response documents. Responders must create a New Account with the City's solicitation distribution partner, bids&tenders™, and must select the commodity codes for which they wish to be notified. Upon selection of commodity codes and the completion of registration, responders will receive electronic e-mail notifications any time new solicitations are uploaded for the specific commodity codes selected. The notifications will provide vendors a link, allowing the vendor to download the package and receive all new addendums released by the City for that solicitation. It is the Contractor's responsibility to select the correct Commodity Code associated with what type of items or services they can provide to the City.
- 7.8** Upon completion of the registration process, a confirming e-mail will be sent to the individual who registered. Addendums will be uploaded to the City's website but regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to ensure that they have received all addendums issued for a solicitation prior to submitting a response. Offerors shall be solely responsible for

maintaining accurate contact data with the Responses and Tenders. The City shall under no circumstances be responsible for and errors or omissions in vendor's contact information on file with. Updates to contact information may be requested by contacting Bids and Tenders at support@bidsandtenders.org.

8. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH RFQ

The following is a summary of documents required to be submitted, or agreed to electronically for this RFQ. Failure to include a technical proposal, bid surety (if required below), or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Other forms or documents which, by their nature do not impact price or the Offeror's cost of doing business should accompany the Proposal; but must be provided within three (3) business days of the City's request to be considered responsive:

- Letter of Transmittal
- Qualifications of Proposer
- Required Narratives responding to requirements outlined in the Scope of Work/Specifications
- Certification Forms
- Offeror's Response to Questions & References
- Vendor Drug Free Workplace Requirement
- Non-Collusive Affidavit Form
- Scrutinized Nations Requirement
- Proof of applicable insurance
- Copies of all current applicable professional license(s)
- The City reserves the right to request the most recently completed audited financial statement, or other approved documentation to verify financial viability.

9. SUBMISSION OF QUALIFICATIONS

- 9.1** The Proposer is directed to access proposal documents by registering on-line with bidsandtendersTM at www.tamarac.org/bids . All proposal documents will be made available at this site.
- 9.2** The Proposer is furthermore directed to deliver sealed proposals online at: <https://tamarac.bidsandtenders.org/Module/Tenders/en>
- 9.3** Proposers shall electronically acknowledge the receipt of all addenda.
- 9.4** Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.
- 9.5** Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear in the document.
- 9.6** Proposals shall be electronically submitted to the Purchasing and Contracts Division on or before the time indicated in the Request for Proposals via the bidsandtendersTM on-line solicitation system. Proposals will be held on the bidsandtendersTM server as an encrypted document, with no access by the City of Tamarac or others until immediately

following the proposal closing date and time, at which time all responses shall be securely released to the City.

- 9.7** In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information or trade secrets considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.07(t).
- 9.8** All Proposals received from Offerors in response to the Request for Proposals will become the property of City. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.
- 9.9** The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.
- 9.10** Electronic Media Submission: The City may require that machine readable information and data, including computer assisted drafting designs (AutoCAD files) be provided by the proposing firm as a part of its submittal. The proposing firm shall not be liable for claims or losses arising out of, or connected with, modification by the City, or anyone authorized by the City, decline of accuracy or readability of data due to storage or obsolescence of equipment or software, any use by the City or anyone authorized by the City, of such data for additions to projects except as authorized in writing by the proposing firm. Such files should be submitted on-line at <https://tamarac.bidsandtenders.org/Module/Tenders/en>.

10. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 10.1** Proposals may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing and Contracts Division Office at any time prior to the deadline for submitting Proposals, and may be alternatively completed on-line at <https://tamarac.bidsandtenders.org/Module/Tenders/en>. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time.
- 10.2** If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with the Purchasing and Contracts Division, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal, but the intended correct Proposal is not similarly evident, Offeror may withdraw its Proposal and any bid security will be returned. Thereafter, the Offeror may be disqualified from further bidding on the subject Contract.

11. REJECTION OF PROPOSALS

- 11.1** To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 11.2** City reserves the right to reject the Proposal of any Offeror if City believes that it would not be in its best interest to make an award to that Offeror, whether because the Proposal is not responsive, the Offeror is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

12. QUALIFICATIONS OF PROPOSERS

- 12.1** Proposals will be considered from firms normally engaged in providing the service requested. The proposing Firm must demonstrate adequate experience, organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of Tamarac. The City of Tamarac will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject proposals where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.
- 12.2** Each Offeror shall complete the Offeror's Qualifications Statement and submit the form with the Proposal. Failure to submit the Offeror's Qualifications Statement and the documents required thereunder may constitute grounds for rejection of the Proposal.
- 12.3** No proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible or unreliable by City. City will be the sole judge of said determination. The City reserves the right, before recommending any award, to inspect the facilities, equipment and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions.
- 12.4** Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

13. NON-COLLUSIVE AFFIDAVIT

Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit this form with the response/proposal. The City considers the failure of the Offeror to submit this document

to be a major irregularity, and may be cause for rejection of the response

14. CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five (5%) percent or more in the Offeror's firm or any of its branches or affiliate companies. Furthermore, offeror shall not enter into any employment relationship with any individual or firm that creates a potential conflict of interest, or may present an opportunity for the inappropriate sharing of inside information or proprietary information related to this proposal.

15. PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirements of the proposal shall be just cause for cancellation of the proposal award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Proposer, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

16. TERMINATION

16.1 DEFAULT: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

16.2 TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

16.3 FUNDING OUT: This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

17. ASSIGNMENT

The Proposer shall not transfer or assign the performance required by this proposal without the prior written consent of the City. Any award issued pursuant to this proposal and monies that may become due hereunder are not assignable except with prior written approval of the City. For purposes of this Agreement, any change of ownership of the proposer shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of the City and its successors and assigns.

18. EMPLOYEES

Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

19. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

20. INSURANCE REQUIREMENTS

- 20.1** Proposer agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.
- 20.2** Proposer shall obtain at Proposer's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Proposer shall maintain such insurance in full force and effect during the life of this Agreement. Proposer shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Proposer shall indemnify and save the City harmless from any damage resulting to it for failure of either Proposer or any subcontractor to obtain or maintain such insurance.
- 20.3** The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

Insurance Requirements

Line of Business / Coverage	Occurrence	Aggregate
Commercial General Liability Including:	\$1,000,000.00	\$2,000,000.00
Premises / Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products / Completed Operations		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Commercial Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's	Statutory	
The Offeror must provide the City with evidence of Professional Liability insurance with at a minimum of One Million dollars (\$1,000,000.00) per occurrence and in the aggregate "Claims-Made" forms are acceptable for Professional Liability.		

- 20.4** The City reserves the right to require higher limits depending upon the scope of work under this Agreement.
- 20.5** Neither Proposer nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Proposer will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.
- 20.6** All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation.
- 20.7** The Proposer's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Proposer's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Proposer shall be responsible for the payment of all deductibles and self-insured retentions.
- 20.8** The City may require that the Proposer purchase a bond to cover the full amount of the deductible or self-insured retention. If the Proposer is to provide professional services. The City reserves the right to request the successful Proposer to provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance in the event that the successful Proposer provides professional services as agreed upon with City.

21. INDEMNIFICATION

The Proposer shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by,

resulting from, arising out of or occurring in connection with the operations of the Proposer or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

22. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

23. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473

- 23.1** Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.
- 23.2** Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

24. PUBLIC RECORDS

24.1 The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:

24.1.1 Keep and maintain public records required by the CITY in order to perform the service;

24.1.2 Upon request from the CITY, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the CITY.

24.1.3 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 contract term and following completion of the Agreement and any renewals thereof if CONTRACTOR does not transfer the records to the CITY.

24.1.4 Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONTRACTOR, or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

24.2 During the term of this Agreement and any renewals, CONTRACTOR shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

25. UNBALANCED PROPOSALS

When a unit price proposal has variable or estimated quantities, and the proposal shows evidence of unbalanced proposal pricing, such proposal may be rejected.

26. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Proposer's submitted Schedule of Proposal Prices or Price Proposal Form, the unit prices shall prevail.

27. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

28. PREFERENCE FOR LOCAL TAMARAC AND BROWARD COUNTY SMALL BUSINESS ENTITIES

The City of Tamarac is responsive to our vendor community, and to local Tamarac and small Broward County businesses. In accordance with Chapter 6-146.1., "Local Business Preference" of the Tamarac Procurement Code, authorizes a preference program for Local Tamarac Vendors as well as a preference for firms certified by the Broward County Office of Economic and Small Business Development (OESBD) as Small Business Vendor.

28.1 Definitions:

28.1.1 "Local Broward Certified Small Business Vendor": A business entity certified by the Broward County Office of Economic and Small Business Development (OESBD), and which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides. Bidders interested in becoming certified as a County Business Entity are encouraged to go to: <http://www.broward.org/EconDev/Pages/localcertificationprograms.aspx> to learn more about the program.

28.1.2 "Local Tamarac Vendor": A business entity which has maintained a permanent place of business with full-time employees within the city limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Tamarac.

28.2 Competitive Sealed Bid: For bid evaluation purposes, vendors that meet the definition of a local Tamarac vendor, as defined herein, shall be given a 5% evaluation credit. Should a responsive and responsible local Tamarac vendor submit a higher priced bid/quote that is within 5% of the lowest price submitted by any vendor, the local Tamarac vendor shall have an option to submit a Best and Final Offer (BAFO) price which must be at least 1% lower than the lowest responsive bid/quote. If the local Tamarac vendor's BAFO can beat that lowest responsive bid/quote, then the award will go to the local Tamarac vendor. If not, the award will be made to the vendor that submits the lowest responsive bid/quote.

28.3 Vendors who meet the definition of a Broward County Certified Small Business Vendor shall be given a 2.5% evaluation credit. Should a responsive and responsible Broward County Certified Small Business Vendor submit a higher priced bid/quote that is within 2.5% of the lowest price submitted by any vendor, the Broward County Certified Small Business Vendor shall have an option to submit a Best and Final Offer (BAFO) price which must be at least 1% lower than the lowest responsive bid/quote. If the Broward County Certified Small Business Vendor's BAFO can beat that lowest responsive bid/quote, then the award will go to the CBE vendor. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. No additional Broward County Certified Small Business preference shall be granted to firms who

already qualify as a Local Tamarac Business.

- 28.4** Competitive Sealed Proposals (Requests for Qualifications) For evaluation purposes, when using requests for proposals or Requests for Qualifications to select vendors, the City will include criterion in the proposal which will provide evaluation points for local Tamarac vendors and Broward County certified small businesses as shown in the Evaluation Criteria of the solicitation document, unless specifically exempted by the City Manager or the City Commission. Additionally, for purposes of evaluation of a Request for Proposal, a vendor located outside the City of Tamarac limits is equivalent to a local Tamarac vendor, and accorded the same preference if its proposal includes the utilization of subcontracts of at least ten (10) percent of the scope of work provided for in the proposal for an identifiable and verifiable local Tamarac vendor.
- 28.5** Any firm claiming a preference as a Local Tamarac Vendor, or as a Broward County Certified Small Business Vendor must provide sufficient written proof to support that vendor's claim for granting of the preference as defined in Section 6-146.1 of the Tamarac Procurement Code. Failure to provide such proof will result in that vendor not being given further consideration for the preference being claimed.
- 28.6** Additional information regarding the City's Local Preference Ordinance, including all exceptions to the program, may be accessed by searching at the following link:
https://library.municode.com/fl/tamarac/ordinances/code_of_ordinances?nodeId=958807

29. PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

Payments: Any pricing provided by Offeror as a result of selection and negotiations in accordance with the Consultants Competitive Negotiations Act (CCNA) as a result of this qualifications based process shall be fixed and firm to the extent required under Statement of Work. In the absence of a reference in the Statement of Work, pricing submitted shall be fixed and firm for a period of ninety (90) calendar days including when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for response evaluation.

Prompt Payment Discounts: Offerors are encouraged to provide prompt payment terms. If no payment discount is offered, the Offeror shall enter zero (0) for the percentage discount to indicate net 30 days. If the Offeror does not enter a percentage discount, it is understood and agreed that the payment terms shall be two percent (2%) ten (10) days, net thirty (30) days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the Local Government Prompt Payment Act, F.S. Chapter 218. (See link for more information)

*******IMPORTANT NOTE*******

Payments by Electronic Funds Transfer: ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <https://tamarac.seamlessdocs.com/f/DirectDeposit>.

Please contact the Purchasing & Contracts Division at the number shown on this solicitation

document herein as the first point of contact for more information.

30. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

31. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Proposers shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Statement of Work contained herein. Proposers shall note any deviation or variance with the Form Agreement document at the time of bid submission.

32. OTHER GOVERNMENTAL ENTITIES

If a Proposer is awarded a contract as a result of this RFP, Proposer will, if Proposer has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the Request for Proposals and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

33. INFORMATION REQUESTS AFTER DUE DATE

Pursuant to Florida Statute Chapter 119, Section 071(1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for qualifications are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

34. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

35. CONTINGENT FEES PROHIBITED

The Offeror must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

36. PROHIBITION AGAINST LOBBYING

- 36.1** During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any City Commission members, candidates for City Commission or any employee of the City.
- 36.2** Contact should only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing and Contracts Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.
- 36.3** During a formal solicitation process, contact with personnel of the City of Tamarac other than the Purchasing and Contracts Manager or designated representative regarding any such solicitation may be grounds for elimination from the selection process. (Reference: Tamarac Procurement Code Section 6-156.)

37. PROTESTS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing and contracts manager. The protest shall be submitted in writing within five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto and shall be submitted with the procedures outlined in section 6-154 "Appeals and remedies" of the Tamarac procurement code, available at the following link:

https://www.municode.com/library/fl/tamarac/codes/code_ofordinances?nodeId=PTIICO_CH6_FITA_ARTVTAPRCO

38. WITHDRAWAL OF PROPOSAL

Any Responding firm may withdraw its proposal prior to the indicated opening time. The request for withdrawal must be completed online at:

<https://tamarac.bidsandtenders.org/Module/Tenders/en> This must be requested prior to the proposal opening date and time.

39. BACKGROUND INVESTIGATION

As a part of the proposal evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Broward County Sheriff's Office. Proposer's submission of a proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.

40. GRANT FUNDED PROJECTS

- 40.1** The City of Tamarac and any other using agency may use Federal Procurement Standards including Title 2 CFR Part 200, which requires the non-Federal entity (City of Tamarac or other non-Federal agency) to conduct procurements in a manner that prohibit the use of statutorily or administratively imposed in-State or local geographic preferences in the evaluation of bids or proposals. Therefore, consistent with Title 2 CFR

Section 200.319(b), the Broward County Office of Economic and Small Business Development (OESBD) is unable to establish a County Business Enterprise (CBE) goal on this project.

40.2 Title 2 CFR Part 200 requires that the using agency take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Section 200.321 requires the non-Federal entity (City of Tamarac) to take the following necessary affirmative steps in its procurement process:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

41. CUSTODIAN OF RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
7525 NW 88th AVENUE
ROOM 101
TAMARAC, FL 33321**

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STATEMENT OF WORK

Design of Sunset Point/Veterans Park Renovation Project RFQ: 19-26Q

Definition: A Request for Qualifications (RFQ) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Requests for Qualifications shall be in compliance with the State of Florida Competitive Consultants Negotiations Act, (CCNA) FS Chapter 287.055. Pricing is not submitted as a part of this evaluation process for submitted qualification proposals. Award will be based on the criteria set forth herein to the most qualified firms as indicated by the Statement of Work, herein.

1. INTRODUCTION

The City of Tamarac is soliciting Requests for Qualifications primarily on behalf of the Public Services Departments to obtain design work of the Sunset Point / Veterans Park Renovation Project. The proposed project sites are; Veterans' Park, 7825 Southgate Blvd. Tamarac, FL 33321 and Sunset Point Park, 11000 W. McNab Rd. Tamarac, FL 33321 (see conceptual site plans attached herein as Exhibits 1 & 2). The project will include the demolition and replacement of each existing restroom building and an expansion of the parking lot at Sunset Point Park and reconfiguration of the Veterans Park parking lot.

2. INFORMATION

For information pertaining to this Request for Qualifications (RFQ), contact Senior Procurement Specialist, Andrew Rozwadowski at (954) 597-3569. Such contacts shall be for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will be transmitted only by written addendum.

For inquiries regarding this solicitation Bidders must submit questions online at <https://tamarac.bidsandtenders.org/Module/Tenders/en> Once on the webpage bidder should click the solicitation they are interested in and click the "Submit a Question Button". All questions will be reviewed by the City, and answered in the form of an addendum which will be uploaded to the City's website and available for all firms registered as plan holders. An example screen shot of how to submit a question is shown below:

Welcome to the City of Tamarac Current Solicitations Website

This site allows potential Bidders to create a Bidding System Vendor account. Bidders select commodity codes for goods and services and the Bidding System will notify the Vendor by email of Bid opportunities matching their commodity code selection.

Bidders are solely responsible for ensuring their Vendor account information is kept current.

For step by step instructions on how to create an Account please refer to the Vendor Guide

Purchasing Support:
If you have questions about a specific bid opportunity please direct your inquiry to the contact person listed in the bid document.

Technical Support:
If you encounter technical issues, please contact support@bidsandtenders.org

The following is a list of our current online bid opportunities. Please refer to the Status column in the list to determine if the bid is open, closed or awarded.

Login Create Account

Bid Name	Bid Status	Bid Closing Date	Days Left
17-17B - Construction of Sunset Hammock Artistic Work	Open	Tue Aug 1, 2017 3:05:58 pm	5

Register for this Bid Submit a Question Bid Details Download Documents (1) Addenda (3) Plan Takers (5)

The City of Tamarac, Florida has commissioned Margi Glavovic Nothard through Glavovic Studio, Inc. to create Sunset Hammock ("Artwork"), an Artwork of significant size and quality to be located at Sunset Point Park located at 11000 W. McNab Road, Tamarac, Florida. The artwork will reflect the spirit of Tamarac and be impactful to pedestrians and passerby traffic from the Sawgrass Expressway both day and night at this highly active park. Artist Margi Glavovic Nothard ("Artist") will be responsible for the artistic creation and oversight of the installation of the final work.

3. SCHEDULE OF EVENTS

The schedule of events related to this Request for Proposals shall be as follows:

RFP Document issued	<u>July 19, 2019</u>
Pre-Qualification Meeting	<u>August 1, 2019 @ 10:00 AM</u>
Deadline for Written Questions	<u>August 9, 2019 @ 5:00 PM</u>
Deadline for Receipt of Qualifications	<u>August 20, 2019 @ 3 PM EDT</u>
Evaluation of Proposals	<u>Beginning of September</u>
Presentations by Short-listed Proposers	<u>Beginning of September (Optional)</u>
Final Ranking of Firms	<u>Mid-September</u>
Submittal of Pricing	<u>Mid-September</u>
Final Negotiation (BAFO)	<u>End of September</u>
Contract Effective	<u>Immediately Upon Award</u>

All dates are tentative. City reserves the right to change scheduled dates.

4. GENERAL - DESCRIPTION OF WORK

The City of Tamarac is soliciting proposals primarily on behalf of the Public Services Departments to obtain design work of the Sunset Point / Veterans Park Renovation Project.

The proposed project sites are; Veterans' Park, 7825 Southgate Blvd. Tamarac, FL 33321 and Sunset Point Park, 11000 W. McNab Rd. Tamarac, FL 33321 (see conceptual site plans attached herein as Exhibits 1 & 2). The project will include the demolition and replacement of each existing restroom building and an expansion of the parking lot at Sunset Point Park and reconfiguration of the Veterans Park parking lot. The new facilities will be larger than the existing. The general scope of the project includes the following components:

- The design of Sunset Point/Veterans Park Renovation Project Restroom Replacements in Tamarac.
- All design including; structural, electrical, mechanical, plumbing, communications, security systems, civil infrastructure and appurtenances necessary for a complete project. Including permitting with all applicable permitting agencies.
- Work shall be completed in accordance with the latest editions of all codes, including but not limited to, Florida Building Code, City of Tamarac Land Development Code, City of Tamarac Code of Ordinances, South Florida Water Management and Broward County Code of Ordinances.
- Sanitary sewer, potable water, power and stormwater drainage infrastructure is currently available within and adjacent to the existing project site; however, this infrastructure must be extended, rerouted and/or relocated to provide necessary services to the proposed park and associated facilities.
- The existing restrooms will be demolished, temporary facilities provided and new larger one-story CBS buildings with metal roofs constructed. Existing devices such as cameras and Lightning warning systems shall be removed and reinstalled on the new buildings.
- Each restroom shall be approximately 720 Sq. Ft. and include a minimum of:

- o Woman's Room – 1 ADA stall and 2 toilet stalls, 2 sinks and 1 folding changing table.
 - o Men's Room – 1 ADA stall and 2 urinal stalls, 2 sinks and 1 folding changing table.
 - o One storage room and one IT Data Closet.
- Only one restroom building will be designed for both sites.
- Renovation of the Veterans' Memorial Wall. At a minimum this will include pointing of cracks, painting, a new slab topping, refacing of the sculpture pedestal, repair of any damaged lighting and flag pole, adding a 10'-12' paver band around the existing perimeter sidewalk and a general facelift of the existing Monument/Memorial Wall.
- Addition of 2 EV charging Stations.
- The Parking lot expansions shall include a new asphalt parking lot, drainage, lighting, striping and security systems infrastructure, in accordance with the conceptual site plan attached herein as Exhibits 1 & 2.
- Landscaping for the project shall include any required irrigation modifications, replacement of landscaping damaged or removed during construction and any required parking island plantings.
- The City will provide current surveys for both sites, soil borings and asbestos surveys.
- During design, plans shall be submitted to the City for review at 30%, 60%, 90% and final plan production phases. Consultant shall meet with City staff to review and discuss 30%, 60% and 90% review comments.
- Consultant shall assist the City Project Manager with the formal DRC and site plan review process.
- Proposal shall provide for construction administration services on a limited basis to assist the City during construction. These services shall include shop drawing review, response to RFI's during bidding and construction, attending a pre-construction meeting, minimal site inspections during construction (typically two to three per site), and a final inspection upon completion.
- Proposal shall include the preparation of construction documents, including but not limited to, complete contract/permit drawings and technical specifications.
- Proposal shall include preparation of construction cost opinions at 60%, 95% and 100% design stages. The construction cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages.
- Consultant shall work in conjunction with the City's Purchasing Division in preparing the construction drawing and technical specification for bidding this project through the City's competitive bidding process.
- Consultant shall attend a mandatory pre-bid conference with interested potential bidders and City staff. Consultant shall provide a written response to RFI's generated during the pre-bid conference.
- This will not be a LEED project.
- Budgeted funds for this project are currently One Million Five Hundred Thousand Dollars (\$1,500,000.00). The completion date for the design and permitting must be completed by January 15, 2020.

5. LICENSES AND CERTIFICATIONS

To be eligible for award of this contract, the Contractor must possess at time of RFQ closing, all applicable state and/or county license(s) as may be required to perform the scope as determined by state and/or county licensing agency.

State: Department of Business and Professional Regulation Board of Architecture & Interior Design: Architect Corporation License

or

State: Florida Board of Professional Engineers (FBPE): Certificate

Authorized under the provision of Section 471.023 Florida Business Statutes, to offer engineering services to the public through a Professional Engineer duly licensed under Chapter 471, Florida Statutes.

Occupational license must be in effect as required by Florida Statute §205.065.

6. QUALIFICATIONS OF PROPOSERS

Proposals will be considered from qualified firms whose experience includes successful work in the industry.

- a. The consultant must have on staff architects and/or engineers, as required by the requirements of the Statement of Work (SOW), with knowledge of all applicable Federal, State and County standards and requirements needed to develop design plans, specifications, cost estimates, site inspections and project management as applicable.
- b. The Architects, Engineers & Surveyors must be licensed to practice in the State of Florida.
- c. Firm must possess at least **three (3)** years of considerable relevant experience in design and implementation of a wide variety of Governmental Projects.
- d. Proposals will be considered from qualified firms whose experience includes successful work in the industry.

7. PROPOSAL REQUIREMENTS

- a. A brief but complete history of your company. **(Document Upload 4)**
- b. Provide copy of current Florida Professional Registration License(s) Renewal. **(Document Upload 5)**
- c. Completed Standard Form-330, (254 &255) Architect/Engineer Qualifications. **(Document Upload 6)**
- d. Proof of Professional Liability Insurance minimum \$1,000,000. **(Document Upload 7)**
- e. Resumes of key personnel who will actually be assigned to City Tamarac projects and describe their roles. Note: Tamarac expects those listed to be those who will actually perform the work. No substitutions will be permitted without the express written approval of the City. **(Document Upload 8)**

- f. A list of at least five (5) Architectural and Engineering related projects performed during the last five (5) years including the following information: **(Document Upload 9)**
- Name of the entity for which the work was performed;
 - Brief description of the scope of the project;
 - Initial construction estimate of project cost (the estimate prior to the bid);
 - Amount of initial contract award;
 - Total number of change orders to the contract;
 - Total value of change orders for the project;
 - Amount of initial design fees associated with the project;
 - Change orders to design contract and dollar value;
 - Contact person with the entity, valid current phone number of one that can knowledgeably discuss your firm's role and performance in the project.
 - Provide financial statements for your firm's latest year of operation.
 - Any other information the firm feels is relevant to evaluating qualifications.

8. **SELECTION PROCESS**

A Selection Advisory Committee has been appointed by the City Manager and will be responsible for selecting the most qualified firms and to negotiate contracts with the highest ranked firms. Firms evaluated by Committee for tentative award must execute the City's Form Agreement as attached. Consultant exception to any specific language as contained in City's Agreement as attached, may negate recommendation for award.

Each firm should submit the requested documents with their proposal that evidence capability to provide the services required for Committee review for short-listing purposes. The short-listed firms may be contacted to provide an oral presentation to the Evaluation Committee as may be re required toward final selection. Members of the Committee will then request execution of the Form Agreement with the highest ranked firm(s), for recommendation of award to the City Commission.

The City reserves the right to short-list the number of highest ranked A/E/S firms that it deems in the best interest of the City. However, in all cases, the weighted scoring criteria for selection contained in this RFQ, shall be the basis of selection. The City reserves the right to not require oral presentations in the event that the Evaluation Committee feels that there is sufficient clarity provided by the individual written presentations.

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services, and the selection of at least three (3) of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

9. **CRITERIA FOR SELECTION**

The City will assemble an Evaluation /Selection Advisory Committee comprised of appropriate staff members. This Committee shall evaluate the proposals and may invite the

top Proposers to provide specific Committee identified areas of interests for presentations. The committee shall evaluate the proposals based on the following weighted criteria:

- a. Firm Qualifications 30 Points**
 - Qualifications of the firm and key staff
 - Stability of key staff
 - Office in reasonable proximity to Tamarac (Tri-County area preferred)
- b. Project Experience 25 Points**
 - Customer Satisfaction References plus Previous experience with governmental agencies
 - Range of Services
- c. Experience and Technical Capabilities 15 Points**
 - Current and projected workload
 - Firm demonstrates consistency meeting project time & budget constraints
Demonstrated minimization of change orders/amendments
- d. Local Preference Consideration 5 Points**
 - The City of Tamarac is responsive to our vendor community, and to local Tamarac and small Broward County businesses. In accordance with Chapter 6-146.1., "Local Business Preference" of the Tamarac Procurement Code, authorizes a preference program for Local Tamarac Vendors (5 points) as well as a preference for firms certified by the Broward County Office of Economic and Small Business Development (OESBD) as a Small Business Vendor (2.5 points). Recipients may receive credit for either being a Local Tamarac Vendor or a Broward County Small Business Vendor, whichever has the higher point value.
- e. Minority Business Enterprise 5 Points**
 - Status as a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act and/or participation by sub-consultants who meet these same criteria.

MAXIMUM TECHNICAL POINTS 80 Points

In the event that oral presentations are requested, the City will assign a maximum of 20 additional points for the highest evaluated firms / proposers. IF oral presentations are not presented, only the Technical Points will be considered.

- f. Oral Presentations, if Applicable 20 Points**
 - Illustrate and detail additional expertise/experience
 - Illustrate stability of key staff

The weighted criteria provided above, is provided to assist the Proposer in the allocation of their time and efforts during the submission process. This weighted criterion is the framework for evaluation used by the Evaluation Committee during the short-list and final ranking process. The Committee shall be the sole judge as to the number of firms ultimately recommended for award for these continuing services.

Short-listed proposals may be selected for an interview/presentation prior to recommendation of award. As the best interest of the CITY may require, the right is reserved without prejudice to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. Additional information may be required of the proposer during the review and selection process to clarify the Proposers presented information.

The Evaluation Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Evaluation Committee reserves the right to request the Proposer to provide additional information during this process. All Oral Presentations will be closed to the public in and conducted in accordance with the requirements of Florida Statutes 286.0113 "General Exemptions from Public Meetings".

CONTACT WITH PERSONNEL OF THE CITY OF TAMARAC OTHER THAN THE PURCHASING AND CONTRACTS MANAGER OR DESIGNATED REPRESENTATIVE DURING THE SOLICITATION, EVALUATION AND AWARD PROCESS REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

10. PROCESS OF CONCEPTUAL DESIGNS AND CONTRACT ADMINISTRATION

Required designs may be developed with the input of City of Tamarac staff, various City Boards and Committees, as well as area residents and other interested individuals and groups. The time for these activities shall be included in the selected firm's proposal to City.

All plans required shall be developed on AutoCAD's latest version and a reproducible hard copy and diskette of plans in the requested format shall be provided to City.

11. REQUIREMENT OF CONSULTANT

Consultants interested in performing these services must exhibit considerable relevant experience with this type of work, and should emphasize both experience and capability of particular personnel who will actually perform the work. Consultants should indicate any sub-consultants proposed to be utilized in work for City.

Consultants shall invoice City monthly for each assigned project. Each properly completed invoice shall identify the project, detail the contract price, payments made to date, percentage of completion of the project, payment due this invoice, remaining balance due. Invoices shall itemize hours, hourly wage, or other unit agreed upon as measurement of payment. They shall identify the name and title of personnel who worked on the project. Reimbursable items shall be listed individually, with supporting documentation attached to the invoice.

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PROFESSIONAL SERVICES SAMPLE FORM AGREEMENT

**BETWEEN THE CITY OF TAMARAC
AND
XXXXXXXXXXXXXXXXXXXX**

THIS AGREEMENT is made and entered into this ____ day of _____, 20**19** by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and _____, a _____ corporation with principal offices located at _____ (the "Contractor") to provide architectural and design services for _____.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, RFQ Document No. _____ for "_____", issued by the City of Tamarac on _____ including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions, Instructions to Proposer's), drawings and/or schematic plans, Technical Specifications, all addenda, the Contractor's Proposal response dated _____, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between RFP _____ for "_____" as issued by City, and the contractor's proposal response; RFQ _____ for "_____" as issued by City shall take precedence over the contractor's proposal response. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2. THE WORK

The Contractor shall perform all work for the City required by the contract documents as set forth below:

- 2.1** Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents 19-26Q.
- 2.2** Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- 2.3** Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- 2.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3. INSURANCE

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including:		
Premises/Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard	\$1,000,000	\$1,000,000
Products/Completed Operation		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's Liability	Statutory	

4. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 4.1** The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. Project substantial completion shall be within _____ days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. Final completion, shall be _____ calendar days from date of substantial completion totaling, _____ calendar days. For the purposes of this Agreement, completion shall mean the issuance of final payment.
- 4.2** During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or

are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

5. CONTRACT SUM

The Contract Sum for the above work is Dollars and cents ().

6. PAYMENTS

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until 50% of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

7. REMEDIES

- 7.1 Damages:** The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
- 7.2 Correction of Work:** If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8. CHANGE ORDERS

- 8.1** Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work. All Change Orders shall include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.
- 8.2** The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at

Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.

- 8.3** The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.
- 8.4** The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.
- 8.5** Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.
- 8.6** Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.
- 8.7** In the event satisfactory adjustment cannot be reached by the City and the Contractor for any item requiring a change in the contract, and a change order has not been issued, the City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as the City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

9. NO DAMAGES FOR DELAYS

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED

AGAINST THE CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10. WAIVER OF LIENS

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

11. INDEMNIFICATION

11.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

11.2 The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to

be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.

- 11.3** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

12. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

13. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

14. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

15. NOTICE

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY:

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to the **City Attorney** at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR:

16. TERMINATION

16.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

16.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

17. AGREEMENT SUBJECT TO FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in

the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

18. VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

19. SIGNATORY AUTHORITY

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

20. SEVERABILITY; WAIVER OF PROVISIONS

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

21. UNCONTROLLABLE CIRCUMSTANCES

21.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

21.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

22. MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

23. NO CONSTRUCTION AGAINST DRAFTING PARTY

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

24. CONTINGENT FEES PROHIBITED

The Consultant warrants that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of a contract with the City.

25. SCRUTINIZED COMPANIES - 287.135 AND 215.473

- 25.1** By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.
- 25.2** Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

26. PUBLIC RECORDS

- 26.1** The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall :
- 26.1.1** Keep and maintain public records required by the CITY in order to perform the service;
- 26.1.2** Upon request from the CITY, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the CITY.

26.1.3 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 contract term and following completion of the Agreement and any renewals thereof if CONTRACTOR does not transfer the records to the CITY.

26.1.4 Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONTRACTOR, or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

26.2 During the term of this Agreement and any renewals, CONTRACTOR shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

27. CUSTODIAN OF RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its XXXXXXXXXX duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Company Name

Signature of Corporate Secretary

Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :
COUNTY OF _____ :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____, a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this ____ day of _____, 20____.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- ☐ Personally, known to me or
☐ Produced Identification

Type of I.D. Produced

- ☐ DID take an oath, or
☐ DID NOT take an oath.

August 6, 2019

Addendum No. 1

19-26Q - Design of Sunset Point Veterans Park Renovation Project

This addendum shall modify and become a part of the original RFQ Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for RFQ No. 19-26Q - Design of Sunset Point Veterans Park Renovation Project

Q: = Question
A: = Answer

TO ALL PROSPECTIVE PROPOSERS:

The City would like to provide the following clarification for the above referenced RFQ:

Q. Has something changed in the scope of this Design Build? Why were the last proposals rejected?

A. This is now being handled as a Design-Bid-Build. After a lengthy review process and discussion, the City's evaluation committee has decided to reject all proposals due to budgetary constraints. As a reminder, the City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Request for Proposal or take any other such actions that may be deemed to be in the best interests of the City.

Q. Per Section 28.3, vendors are awarded extra points if they are Broward County CBE. But under the Criteria for Selection (9.e) it says certified minority as defined by the State of Florida. Could you please clarify if we can be one or the other? Thank you!

A. As per the instructions you can receive a total of 10 points for both Local Preference Consideration and Minority Business Enterprise. See page 29.

Q. Is there an estimated budget?

A. Budgeted funds for this project are currently One Million Five Hundred Thousand Dollars (\$1,500,000.00).

Q. Is there a sign in sheet from the pre-bid meeting?

A. See Attachment A: Pre-Bid Sign in Sheet with Business Cards

Strike the following from 4. GENERAL – DESCRIPTION OF WORK The completion date for the design and permitting must be completed by ~~January 15, 2020~~. Replace with May 2020.

Add the following to Section 7. PROPOSAL REQUIREMENTS page 27

- c. Completed Standard Form-330, **OR** (254 & 255) Architect/Engineer Qualifications.
(Document Upload 6)

Strike the following from Section 7. PROPOSAL REQUIREMENTS page 28

- f. A list of at least five (5) Architectural and Engineering related projects performed during the last five (5) years including the following information: **(Document Upload 9)**
- Name of the entity for which the work was performed;
 - Brief description of the scope of the project;
 - Initial construction estimate of project cost (the estimate prior to the bid);
 - Amount of initial contract award;
 - Total number of change orders to the contract;
 - Total value of change orders for the project;
 - Amount of initial design fees associated with the project;
 - Change orders to design contract and dollar value;
 - Contact person with the entity, valid current phone number of one that can knowledgeably discuss your firm's role and performance in the project.
 - ~~Provide financial statements for your firm's latest year of operation.~~
 - Any other information the firm feels is relevant to evaluating qualifications.

Replace the PROFESSIONAL SERVICES SAMPLE FORM AGREEMENT with the REVISED PROFESSIONAL SERVICES SAMPLE FORM AGREEMENT (Note this will be further developed when the winning consultant has been selected)

This Addendum shall add the following Attachments:

Attachment A: Pre-Bid Sign in Sheet with Business Cards

Attachment B: Pre-Bid Recording 08/01/2019 at 10:00AM

Attachment C: REVISED PROFESSIONAL SERVICES SAMPLE FORM AGREEMENT

Please acknowledge **Addendum No. 1** with your bid submittal at the following link
<https://tamarac.bidsandtenders.org/Module/Tenders/en>.

Sincerely,



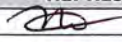


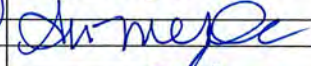
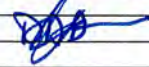



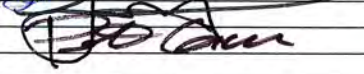
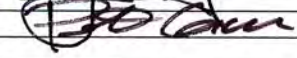
Senior Procurement Specialist

Please Acknowledge Receipt and Review of this Addendum Online.

19-26Q -Design of Sunset Point / Veterans Park Renovation Project

Date: 8/1/2019

Time: 10:00 AM

NO	FIRM NAME	REPRESENTATIVE PRINT NAME	REPRESENTATIVE SIGN NAME	TELEPHONE NUMBER	EMAIL ADDRESS
1	ACAI Associates, Inc.	Melvern Atencio		954-5484-4000	matencio@acemworld.com
2	Bildworx Design, LLC				
3	CPH, Inc.				
4	CPZ Architects, Inc.	Kim Zimmerman		954-792-8525	Kim@cpzarchitects.com
5	Keith and Associates, Inc.	Niles Warrick		954-788-3400	NWarrick@keithteam.com
6	Prime Vendor Inc.				
7	Saltz Michelson Architects, Inc.	Sandra MacDonald		954-244-2700	marketing@saltzmichelson.com
8	Stantec Consulting Services Inc.				
9	Synalovski Romanik Saye, LLC	DERIN D. DOUGLAS		954-961-6806	DDOUGLAS@SYNALOVSKI.COM
10	The Tamara Peacock Company Architects of Florida				
11	West Construction, Inc.				
12	City of Tamarac	Andrew Rozwadowski		954-597-3569	Andrew.Rozwadowski@tamarac.org
13	City of Tamarac	Ron Stein		954-597-3716	Ron.Stein@tamarac.org
14	City of Tamarac	John Doherty		954-597-3706	John.Doherty@tamarac.org
15	City of Tamarac	Linda Probert		954-597-3632	Linda.Probert@tamarac.org
16	West Architecture + Design	PETRE GANCI		561-538-2077	PGANCI@WEST-ARCH.COM
17	Keith & Associates, Inc.				
18					
19					
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36					

WEST
44-20001803

ARCHITECTURE + DESIGN, LLC.
820 NORTH 4TH STREET | LANTANA | FLORIDA | 33462

WEST

Phone: 561 588 2027
Fax: 561 582 9419
Mobile: 561 718 4178

PGANCI @
WEST-ARCH.COM

PETER GANCI

ASSOC. AIA. LEED AP BD+C
PRINCIPAL

Melvyn Atencio
Director of Marketing

ACA I
architecture • engineering
www.acaiarchitects.com

Email: matencio@acaiworld.com
Tel: 954.484.4000
Fax: 954.484.5588

2937 W. Cypress Creek Road
Suite 200
Fort Lauderdale, FL 33309

FL REG. AAC001323
EB0004379
CGC010769

Kim Vinot Zimmerman
Business Development Manager
Kim@cpzarchitects.com
Cell 954-232-9396

CPZ ARCHITECTS, INC.

4316 W. BROWARD BOULEVARD, PLANTATION, FL 33317
200 N. EL MAR DRIVE, Ste. 201, JENSEN BEACH, FL 34957
(954) 792-8525
www.cpzarchitects.com

AA #26000685



SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design

Derrick Douglas
1800 Eller Drive, Suite 500 • Fort Lauderdale, FL 33316
T 954.961.6806 • F 954.961.6807
ddouglas@synalovski.com • www.synalovski.com



Niles Warrick, EI
Engineer I

301 East Atlantic Blvd,
Pompano Beach, Florida 33060
Office: 954.788.3400

REVISED PROFESSIONAL SERVICES SAMPLE FORM AGREEMENT

BETWEEN THE CITY OF TAMARAC
AND

XXXXXXXXXXXXXXXXXXXX

THIS AGREEMENT is made and entered into this ____ day of _____, 2019 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and _____, a _____ corporation with principal offices located at _____ (the "Consultant") to provide design services for _____.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Consultant agree as follows:

1. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, RFQ Document No. _____ for "_____", issued by the City of Tamarac on _____ including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions, Instructions to Proposer's), drawings and/or schematic plans, Technical Specifications, all addenda, the Consultant's Proposal response dated _____, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between RFQ _____ for "_____" as issued by City, and the Consultant's proposal response; RFQ _____ for "_____" as issued by City shall take precedence over the Consultant's proposal response. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2. THE WORK

The Consultant shall perform all work for the City required by the contract documents as set forth below:

- 2.1 Consultant shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents 19-26Q.
 - 2.1.1 Consultant shall perform engineering architectural services as detailed in the STATEMENT OF WORK as approved by City.
 - 2.1.2 Consultant shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Consultant shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Consultant shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Consultant's expense.
 - 2.1.3 Consultant shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather

- 2.1.4** Consultant shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Consultant, its employees, agents or sub-consultants, if any, with respect to the work and services described herein.

3. INSURANCE

- 3.1.** Consultant shall obtain at Consultant's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Consultant shall maintain such insurance in full force and effect during the life of this Agreement. Consultant shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Consultant will ensure that all sub-consultants comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Consultant shall indemnify and hold the City harmless for any damages resulting from failure of the Consultant to take out and maintain such insurance. Consultant's Liability Insurance policies shall be endorsed to add the City as an additional insured. Consultant shall be responsible for payment of all deductibles and self-insurance retentions on Consultant's Liability Insurance policies. The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including:		
Premises/Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard	\$1,000,000	\$1,000,000
Products/Completed Operation		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's Liability	Statutory	

- 3.3.** Additionally, Consultants providing Professional Services under this Agreement must provide the City with Professional Liability insurance with, at a minimum, a limit of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. "Claims-Made" forms are acceptable only for Professional Liability.

4. TERM OF AGREEMENT AND SCHEDULE

- 4.1** The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Consultant

receives the City's Notice to Proceed. The Consultant shall work with in conjunction with the City's proposed project schedule until the project completion.

5. CONTRACT SUM

The Contract Sum for the above work is Dollars and cents ().

6. PAYMENTS

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until 50% of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Consultant shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

7. INDEMNIFICATION

- 7.1** The Consultant shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Consultant or its officers, employees, agents, sub-consultants, or independent Consultants, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 7.2** The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.
- 7.3** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Consultant further agrees that he/she will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

9. INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Consultant is an independent Consultant under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Consultant, which policies of Consultant shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Consultant's funds provided for herein. The Consultant agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Consultant and the City and the City will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

10. ASSIGNMENT AND SUBCONTRACTING

Consultant shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be sub-contracted without the prior written consent of the city.

11. NOTICE

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY:

City Manager
City of Tamarac

7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to the **City Attorney** at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONSULTANT:

12. TERMINATION

12.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by City to the Consultant for such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the city against loss pertaining to this termination.

12.2 Default by Consultant: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Consultant neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Consultant of written notice of such neglect or failure.

13. AGREEMENT SUBJECT TO FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

14. VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

15. SIGNATORY AUTHORITY

The Consultant shall provide the City with copies of requisite documentation evidencing that the signatory for Consultant has the authority to enter into this Agreement.

16. SEVERABILITY; WAIVER OF PROVISIONS

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. UNCONTROLLABLE CIRCUMSTANCES

17.1 Neither the City nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

17.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

18. MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between the Consultant and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Consultant and the City.

19. NO CONSTRUCTION AGAINST DRAFTING PARTY

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

20. CONTINGENT FEES PROHIBITED

The Consultant warrants that it has not employed or retained a company or person, other than a bona fide employee, Consultant or sub-consultant, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation,

individual or firm other than a bona fide employee, Consultant or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of a contract with the City.

21. SCRUTINIZED COMPANIES - 287.135 AND 215.473

- 21.1** By execution of this Agreement, Consultant certifies that Consultant is not participating in a boycott of Israel. Consultant further certifies that Consultant is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Consultant been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.
- 21.2** Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Consultant of the City's determination concerning the false certification. Consultant shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

22. PUBLIC RECORDS

- 22.1** The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, CONSULTANT shall :
- 22.1.1** Keep and maintain public records required by the CITY in order to perform the service;
- 22.1.2** Upon request from the CITY, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the CITY.
- 22.1.3** 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 contract term and following completion of the Agreement and any renewals thereof if CONSULTANT does not transfer the records to the CITY.
- 22.1.4** Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONSULTANT, or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's

custodian of public records in a format that is compatible with the information technology systems of the CITY.

- 22.2** During the term of this Agreement and any renewals, CONSULTANT shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

23. CUSTODIAN OF RECORDS

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

Remainder of Page Intentionally Blank



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONSULTANT, signing by and through its XXXXXXXXXX duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Company Name

Signature of Corporate Secretary

Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :
COUNTY OF _____ :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____, a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this ____ day of _____, 20____.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- ☐ Personally, known to me or
☐ Produced Identification

Type of I.D. Produced

- ☐ DID take an oath, or
☐ DID NOT take an oath.

August 12, 2019

Addendum No. 2

19-26Q - Design of Sunset Point Veterans Park Renovation Project

This addendum shall modify and become a part of the original RFQ Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for RFQ No. 19-26Q - Design of Sunset Point Veterans Park Renovation Project.

Q: = Question
A: = Answer

TO ALL PROSPECTIVE PROPOSERS:

The City would like to provide the following clarification for the above referenced RFQ:

Q. Section 7- Proposal Requirements:

Typically, Architects may not have access to information about amount change orders, initial contract award, and value of change orders. Normally, this information is related to the general contractor. Please clarify if the information is required since the 330 forms are also requested as part of the submittal. The 330 forms do not request this level of information

*A. Consultant shall supply Completed Standard Form-330, **OR** (254 & 255) Architect/Engineer Qualifications containing at least five (5) relevant municipal projects. Also see the deletion of Letter f. (Document Upload 9) below.*

Q. Page 3 of the agreement section, 6 payments:

Typically, retainage is not deducted from the architect's invoices. This is normally for general contractors. Please clarify

A. Correct, see Revised Sample Agreement for Professional Services

Q. The contract attached to the RFP appears to be a "Construction Contract" that was modified. There are many items throughout this contract that sound like construction contractor requirements. If we are selected, can we work with the City to make modifications and changes to the contract? Or does this all need to happen during the RFP process?

a. Example is 2.1.2 states "Consultant shall at all times have a competent field supervisor on the job site..."

A. See Revised Sample Agreement for Professional Services

Q. Indemnification 7.1. This agreement in general, is designed for a contractor and fails to require negligence of the architectural firm's design services to trigger the indemnification. On line five in 7.1 after the word 'occurring', we suggest adding 'in connection with the negligent performance of professional services'. Is this acceptable?

A. See Revised Sample Agreement for Professional Services

Q. Contract Item 13, can we add language, "maybe terminated for the lack of funding, with all completed work being paid in full to the consultant.."?

A. See Revised Sample Agreement for Professional Services

Q. Please confirm that if our firm is selected, that we can negotiate the terms of this contract during the negotiations process and noted in Item 19 of the contract?

A. See Revised Sample Agreement for Professional Services. As stated in the previous Addendum, we will negotiate and develop the contract when the winning consultant has been selected.

Q. Does the project require a proposal bond or bond letter? Please clarify.

A. The proposal bond would be needed for Step 2 of this project. So, no you would not need to submit one for Step 1.

Strike letter f. (Document Upload 9) from Section 7. PROPOSAL REQUIREMENTS page 28

~~f. A list of at least five (5) Architectural and Engineering related projects performed during the last five (5) years including the following information: (Document Upload 9)~~

- ~~• Name of the entity for which the work was performed;~~
- ~~• Brief description of the scope of the project;~~
- ~~• Initial construction estimate of project cost (the estimate prior to the bid);~~
- ~~• Amount of initial contract award;~~
- ~~• Total number of change orders to the contract;~~
- ~~• Total value of change orders for the project;~~
- ~~• Amount of initial design fees associated with the project;~~
- ~~• Change orders to design contract and dollar value;~~
- ~~• Contact person with the entity, valid current phone number of one that can knowledgeably discuss your firm's role and performance in the project.~~
- ~~• Provide financial statements for your firm's latest year of operation.~~
- ~~• Any other information the firm feels is relevant to evaluating qualifications.~~

Replace the PROFESSIONAL SERVICES SAMPLE FORM AGREEMENT with the REVISED PROFESSIONAL SERVICES SAMPLE FORM AGREEMENT (Note this will be further developed and negotiated when the winning consultant has been selected)

This Addendum shall add the following Attachments:

Revised Attachment C: REVISED PROFESSIONAL SERVICES SAMPLE FORM AGREEMENT



Please acknowledge **Addendum No. 2** with your bid submittal at the following link
<https://tamarac.bidsandtenders.org/Module/Tenders/en>.

Sincerely,



Senior Procurement Specialist

Please Acknowledge Receipt and Review of this Addendum Online.



SAMPLE AGREEMENT FOR CCNA PROFESSIONAL SERVICES

BETWEEN THE CITY OF TAMARAC AND

THIS AGREEMENT is made and entered into this ____ day of _____, 2019 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and _____, a _____ corporation with principal offices located at _____ (the "Consultant") to provide design services for _____.

WHEREAS, the City intends to _____; and,

WHEREAS, the City requires certain professional services in connection with _____; and,

WHEREAS, the Consultant represents that it is capable and prepared to provide such services:

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1. TERM OF AGREEMENT AND SCHEDULE

The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Consultant receives the City's Notice to Proceed. The Consultant shall work with in conjunction with the City's proposed project schedule until project completion.

2. SERVICE TO BE PERFORMED BY CONSULTANT

2.1 Consultant shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents 19-26Q.

2.1.1 Consultant shall perform engineering architectural services as detailed in the STATEMENT OF WORK as approved by City.

2.1.2 The Consultant shall perform the services in accordance with the provisions contained in _____, as specifically stated in the _____, attached hereto as Exhibit _____, and incorporated herein as if set forth in full. Additional scope of work may be specifically designated and additionally authorized by the City. Such additional authorizations will be in the form of a Purchase Order or written Change Order. Each Purchase Order or written Change Order shall set forth a specific scope of services, the amount of compensation and the required completion date.

2.1.3 Consultant shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Consultant, its employees, agents or sub-consultants, if any, with respect to the work and services described



herein.

3. COMPENSATION

The City shall pay Consultant _____, (\$_____), in accordance with the provisions contained in the _____, which is attached hereto as Exhibit _____, and incorporated herein as if set forth in full.

4. STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

5. INDEMNIFICATION

- 5.1. Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, any sub-consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Consultant in the performance of the Work; or c). liens, claims or actions made by the Consultant or any sub-consultant under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Consultant.
- 5.2. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 5.3. The Consultant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 5.4. The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.



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- 5.5. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement.
 - 5.6. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

6. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Consultant further agrees that he/she will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

7. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Consultant is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Consultant, which policies of Consultant shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Consultant's funds provided for herein. The Consultant agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Consultant and the City and the City will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

8. PAYMENTS

- 8.1 The City shall pay in full the Contract Sum to the Consultant upon completion of the work listed in Article 2 of this Agreement unless the parties agree otherwise. The



City shall pay the Consultant for work performed subject to the specifications of the job and subject to any additions and deductions by subsequent change order provided in the contract documents.

- 8.2** Payments shall be processed in accordance with The Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

9. COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

10. INSURANCE

- 10.1** During the performance of the services under this Agreement, Consultant shall maintain the following insurance policies, and provide originals or certified copies of all policies, and shall be written by an insurance company authorized to do business in Florida.

10.1.1 Worker's Compensation Insurance: The Consultant shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-consultant that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Tamarac, executed by the insurance company. A Sixty-(60) day notice of cancellation is required and must be provided to the City of Tamarac via Certified Mail.

10.1.2 Comprehensive General Liability: The Consultant shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

10.1.3 Business Automobile Liability: The Consultant shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.

10.1.4 Professional Liability (Errors and Omissions) Insurance: \$1,000,000.

- 10.2** The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

- 10.3** The City must be named as an additional insured for General Liability coverage unless Owners and Consultants' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.



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- 10.4** The minimum limits of coverage shall be \$1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The City must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.
- 10.5** In the event that sub-consultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultants' insurance coverage, arising out of negligent acts, errors or omissions of the sub-consultants.
- 10.6** Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the City.

11. CITY'S RESPONSIBILITIES

The City shall be responsible for providing access to all project sites, and for providing project-specific information.

12. TERMINATION OF AGREEMENT

- 12.1 Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Consultant for such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the city against loss pertaining to this termination.
- 12.2 Default by Consultant:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Consultant neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Consultant of written notice of such neglect or failure.

13. SCRUTINIZED COMPANIES

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not



demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

14. NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by City and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of City or in response to legal process.

15. UNCONTROLLABLE FORCES

15.1 Neither the City nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

16. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Broward County.

17. MISCELLANEOUS

17.1 Non-waiver: A waiver by either City or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

17.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



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- 17.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.
- 17.4 **Merger; Amendment:** This Agreement constitutes the entire Agreement between the Consultant and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Consultant and the City.
- 17.5 **No Construction Against Drafting Party:** Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

18. SUCCESSORS AND ASSIGNS

The City and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

19. CONTINGENT FEES

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

20. TRUTH-IN-NEGOTIATION CERTIFICATE

- 20.1 Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Consultant's most favored customer for the same or substantially similar service.
- 20.2 The said rates and cost shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

21. OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all work products, documents, records, disks, original drawings, specifications or other information developed as a result of this Agreement shall become the property of the City upon completion for its use and distribution as may be deemed appropriate by the City. Except



as specifically authorized by the City in writing, information and other data developed or acquired by or furnished to Consultant in the performance of this Agreement shall be used only in connection with the services provided the City.

22. FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

23. NOTICE

- 23.1** Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONSULTANT:

- 23.2** Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.
- 23.3** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and City.
- 23.4** Consultant shall be reasonably available to the City through telephone access and shall notify the City promptly of any absence or anticipated delay in the performance of services under this Agreement.



24. PUBLIC RECORDS

- 24.1** The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, CONSULTANT shall
- :
- 24.1.1** Keep and maintain public records required by the CITY in order to perform the service;
 - 24.1.2** Upon request from the CITY, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the CITY.
 - 24.1.3** 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 contract term and following completion of the Agreement and any renewals thereof if CONSULTANT does not transfer the records to the CITY.
 - 24.1.4** Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONSULTANT, or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.
- 24.2** During the term of this Agreement and any renewals, CONSULTANT shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

25. PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:



**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

Remainder of Page Intentionally Blank



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONSULTANT, signing by and through its , duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date:

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Company Name

Signature of Corporate Secretary

Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

Date

Date

(CORPORATE SEAL)



CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :
COUNTY OF _____ :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____, a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 20____.

Signature of Notary Public
State of _____ at Large

Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☐ DID NOT take an oath.