

**TOWN OF SOUTHWEST RANCHES
BROWARD COUNTY, FLORIDA**

**REQUEST FOR LETTERS OF INTEREST (RLI) FOR
“A CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES”**

RLI No. 19-005



**Deadline for Submittal and Opening Date/Time: Thursday, September 19, 2019 /
11:00 AM**

**Submit To: Emily Aceti
13400 Griffin Road
Southwest Ranches, FL 33330-2628**

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CONTRACT DATA

Contract Title: A CONTINUING CONTRACT FOR PROFESSIONAL
ENGINEERING SERVICES

Contract Number: RLI No.: 19-005

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road
Southwest Ranches, FL 33330

Owner's Representative: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-0008
Fax: 954-434-1490

Designated Contract Manager:
Rod Ley
Town Engineer
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-0008
Fax: 954-434-1490

DATE PUBLISHED: August 19, 2019

RLI No.19-005

REQUEST FOR LETTERS OF INTEREST

ALL INTERESTED PARTIES:

The Town of Southwest Ranches, Florida, hereinafter referred to as Town, will receive Letters of Interest (RLI) together with the Proposer's Forms included herein and any other information relative to the qualifications, knowledge, experience, expertise or proficiency of the Proposer, at the Office of Emily Aceti, Community Services Manager, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, Florida, 33330 until 11:00 a.m., Thursday, September 19, 2019 at which time they will be publicly opened and read for:

RLI No.: 19-005 "A CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES"

Pursuant to the Request for Letters of Interest (RLI), TOWN is soliciting interested individuals, firms and entities to submit qualifications statements, performance data and other information relative to the proposed engineering services in accordance with the Consultants Competitive Negotiation Act (C.C.N.A.) - Florida Statute 287.055 and the Town's Procurement Code.

RLI shall be submitted in a sealed envelope clearly marked "RLI: A Continuing Contract for Professional Engineering Services" must be received by the Community Services Manager, either by mail or hand delivery, no later than 11:00 a.m. local time on, **Thursday September 19, 2019**. A public opening will take place at 11:00 a.m. in the TOWN's Grand Oak conference room located at Town Hall on the same date. A submittal by facsimile or electronic mail (email) will not be accepted. Any RLI received after 11:00 a.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a RLI is received will be resolved against the Proposer.

The awarded contractor shall be required to execute a contract with the Town of Southwest Ranches in substantially the form attached hereto as Exhibit "A."

In accordance with Florida Statutes, Section 119.071(1)(b)(2), proposals are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.

The Town reserves the right to reject all or any portions of any proposal, to reject all bids, to waive any informality, non-material irregularity or technicality in any proposal, to re-advertise for proposals, or take any other such actions that may be deemed to be in the best interest of the Town.

Questions concerning this RLI should be sent via **facsimile** or **emailed** to:

Emily Aceti, Community Services Manager

Phone: 954-434-0008

Fax Number: 954-434-1490

Email: eaceti@southwestranches.org

INSTRUCTIONS AND TERMS

I. REQUEST FOR LETTERS OF INTEREST PROCEDURE

Pursuant to the Request for Letters of Interest (RLI), TOWN is soliciting interested firms and entities to submit qualifications statements, performance data and other information relative to the professional engineering services described herein, and in accordance with the Consultants' Competitive Negotiation Act (C.C.N.A.) - Florida Statute 287.055, and the Town's Procurement Code. Responses to this RLI will be evaluated by a Selection/Negotiation Committee appointed by the Town Administrator. Firms and entities, which do not provide the information requested or which fail to meet the minimum qualification criteria shall be disqualified from further consideration. This RLI is divided into three (3) sections:

1. Instructions and Terms
2. Proposer's Forms, (Offeror's Certification, Qualification Statement, etc.)
3. Agreement

Any questions or requests for clarifications concerning this RLI shall be submitted in writing by facsimile or E-mail and directed to Emily Aceti, Community Services Manager, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches FL, 33330; By Fax number (954) 434-1490; or E-mail address: eaceti@southwestranches.org. The RLI number and title shall be referenced on all correspondence and in the subject section of the email. **All questions must be received no later than noon, Thursday, September 12, 2019.** All responses to questions/clarifications, if deemed necessary by the TOWN, will be sent to all prospective bidders either electronically, in writing, by mail, by facsimile or in the form of an addendum, if applicable. No questions will be received verbally, and/or, after the deadline. Bidders are hereby notified that oral representations or discussions with the TOWN, including its staff or consultants, shall not be binding upon the TOWN.

Completed proposals shall be submitted by enclosing the completed Proposer's Forms and supporting information in a sealed envelope. The outside of the envelope shall positively identify the Proposer, the forms enclosed and the envelope clearly marked "RLI: A Continuing Contract for Professional Engineering Services." In accordance with the C.C.N.A. requirements, respondents shall not submit pricing proposals with their responses. The respondent is responsible for all costs associated with the preparation of the RLI response.

After review of all submissions, the Selection/Negotiation Committee will shortlist the firms and will schedule no fewer than three firms for an interview and presentation if required. During the shortlisting of firms, the TOWN shall consider such factors as:

EVALUATION CRITERIA:

		Points Range
A.	Qualifications	30
B.	Knowledge, Skills, Professional ability	20
C.	References	10
D.	Location of office	10
E.	Experience	15
F.	Quality of submittal	5
G.	Recent, current and projected workloads of the firms	10
	Total Possible Points	100

NOTE: Proposals should be prepared to clearly address the Evaluation Criteria as well as any and all other information required by this RLI.

After firms are shortlisted, those firms will be notified by telephone and/or email within 24 hours, followed up by letter, and advised of date, time, and location of interview and/or presentation. After interviews and presentations (if required), each voting member will indicate their choice of firms in order of preference. The TOWN shall enter into negotiations with the top ranked firm or firms for professional services at compensation which the TOWN determines is fair, competitive, and reasonable to establish an agreement to be executed by both parties. When agreement is reached between the TOWN and the selected firm (s), the TOWN and the selected firm (s) will execute the final contract attached herein as Exhibit A. Should the TOWN and the firm (s) considered to be most qualified not reach agreement, the negotiations shall be formally terminated at the TOWN's sole discretion, negotiations begin with the next most qualified firm (s). Upon completion of successful negotiations, a recommendation of award of contract will then be presented to the Town Council. As the best interest of the TOWN may require, the right is reserved to reject any and all or waive any minor irregularity or technicality in RLIs received. It is the Town's intention to enter into a continuing contract for the potential projects as described herein, and as provided by Section 287.055, Florida Statute. The Town does not guarantee a minimum number of projects or amount of work.

II. SCOPE OF SERVICES

The Town of Southwest Ranches is requesting letters of interest from qualified individuals, firms or entities to provide professional engineering services related to the planning, design, plans preparation, permitting, and project construction management of the Town's planned and potential projects as set forth in this RLI. As part of the services to be provided, the successful respondent will be expected to provide professional(s) with specific qualifications, knowledge, skills, and experience in various fields including, but not limited to the following, per Chapter 472, Florida Statute:

- Civil Engineering
 - Traffic Engineering Design and Review Services
 - Roadway Geometric Design

- Engineering Master Planning
- Engineering Studies

- Civil Engineering Inspection and Review Services

The services listed above will be retained by Town staff when Town staff requires specialized professional support services. This contract will fall under a continuing services contract, as provided for in Florida State Statute Section 287.055. For example, the professional team may be asked to provide design, engineering oversight, permitting, and coordination with Town-retained engineering consultants, inspection and overall construction administration services for various miscellaneous Town projects.

While there may be Engineering firms that may not be able to furnish all the services requested above within some work authorized project schedules, multi-disciplinary teaming may be required as applicable, all firms selected agree they may be retained as a sub-consultant to another professional firm selected in this process.

Based on the magnitude of the Scope of Services required by the Town some or all the following tasks may be required:

1. Civil Engineering Services:

Provide general consultation, civil engineering design, construction documents, bidding services, construction administration services, on-site representation, preliminary budget estimates, services to secure engineering, drainage, and all other required permits, and other Civil Engineering Services for the Town of Southwest Ranches for miscellaneous Civil Engineering Projects. Projects may include G.I.S. and coordination with Town's Engineering Staff to provide professional land engineering services as needed for capital improvement projects, engineering master planning, engineering studies, expert testimony, and other related land engineering services for the Town of Southwest Ranches. Consultation services may also be required regarding compliance with Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), South Florida Water Management District (SFWMD), Central Broward Water Control District (CBWCD), South Broward Drainage District (SBDD), Broward County, Health Department, and other applicable Federal, State, and Local Regulatory Agencies. The Consultant may also be requested to attend Town of Southwest Ranches Advisory Board meetings, Drainage District meetings, and selected Town Council meetings. The intent is to contract directly with a Civil Engineering Firm or Firms. Where multi-disciplinary teaming is required an applicable Civil Engineering Consultant may be retained as a sub-consultant to another professional firm.

2. Civil Engineering Inspection and Review Services:

Provide general consultation Civil Engineering Inspection and Review Services related to conducting field inspections of private / public paving, grading, drainage, sidewalk system improvements, and other related engineering inspections as required for the Town of

Southwest Ranches. The Consultant may also review Planning and Zoning documents (plats, site plans etc.), building plans and Engineering permit plans to ensure compliance with Town of Southwest Ranches specifications, Town Code of Ordinances, and best engineering practices and techniques. The consultant may assist in developing and revising engineering and storm water drainage standards as needed. The intent is to contract directly with a Civil Engineering firm or firms. Where multi-disciplinary teaming is required and applicable, the Inspection Services Firm may be retained as a sub-consultant to another professional firm.

List of Potential Projects:

The Town of Southwest Ranches perform various drainage projects, roadway improvement projects, trails, park improvements, municipal building improvements, guardrail installation, street light installation, entranceway signs, , and other projects as needed. Attached to this RLI as Exhibit “B” is the Town’s five-year capital improvement plan for fiscal year 2019-2023 which outlines various projects contingent upon funding. The Town does not guarantee a minimum number of projects or amount of work.

III. RLI SUBMISSION REQUIREMENTS

1. FIRM’S QUALIFICATIONS

Attached to this RLI is an Offeror’s Certification, which all responding firms must complete in full. Failure to complete this form shall constitute grounds for disqualification of the responding firm from further consideration regarding this project. GSA Standard Form 330 may be completed and submitted with the letter of interest proposal in addition to the required forms. An electronic form is also available at the following website: <http://gsa.gov/portal/forms/type/TOP>.

Submissions shall include the following and be in the following order (1-12):

1. Provide a Table of Contents (with items in the order listed below).
2. Provide a list of projects completed in South Florida that are of similar size and scope for the specific task(s) submitting qualifications. The list must include the following:
 - A) Name, address and telephone number of the Owner.
 - B) Name and telephone number of the owner’s Project Manager.
 - C) Name, location and address of project.
 - D) Description of the Work (Indicate if Work was design).
 - E) Contract amount awarded to your firm and amount of Change orders, if any.
 - F) Length of contract and time extensions, if any.
3. Provide a complete company background and history, including but not limited to, number of years in business, credentials, licenses, number of employees, and organizational chart identifying key staff members, their level of responsibility, their job titles and how long they have been with

the company.

4. Provide resumes and relevant background information for the company's key personnel (including owners, project managers, supervisors, field representatives, field inspectors and other technical personnel) who will directly or indirectly be involved for the tasks specified herein.
5. Provide an outline detailing, how the Respondent intends to provide schedule control, cost control, cost estimates and quality control for the tasks specified herein.
6. Provide a statement detailing how the Respondent would handle the tasks specified herein on a fast track or expedited basis.
7. Provide a statement confirming the Respondent's availability to begin the tasks specified herein and confirming the Respondent's availability to continue the Work on an ongoing and as needed basis.
8. Provide a statement detailing the Respondent's familiarity with permitting agencies and permitting procedures, applicable building codes and construction cost estimates (as applicable).
9. Provide a statement detailing the Respondent's in-house expertise for other disciplines.
10. Submit bank and trade references, a financial statement and other information sufficiently comprehensive to permit an appraisal of the firm's current financial condition.
11. Submit proof of the required insurance with the limits specified herein.
12. Complete and submit Standard Form 254 and Standard Form 255, or Form 330.

2. COPIES OF SUBMISSION

One unbound set with original signatures, five (5) bound copies, and one compact disk or USB Drive of the entire RLI in pdf formats, must be submitted to the Town of Southwest Ranches at the office of Emily Aceti, Community Services Manager, Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330-2628.

3. ADDENDA OR ADDITIONAL INFORMATION

Any questions or requests for clarifications concerning this RLI shall be submitted in writing by facsimile or E-mail and directed to Ms. Emily Aceti, Community Services Manager, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches FL, 33330; By Fax number (954) 434-1490; or E-mail address: eaceti@southwestranches.org. The RLI number and title shall be referenced on all correspondence and in the subject

section of the email. **All questions must be received no later than seven (7) calendar days prior to the scheduled proposal opening date but no later than noon on Thursday, September 12, 2019.** All responses to questions/clarifications, if deemed necessary by the Town, will be posted on the Town Website at <http://www.southwestranches.org/procurement> or through DemandStar. No questions will be received verbally, and/or, after the deadline. Proposers are hereby notified that a “Cone of Silence” is hereby imposed from the date of advertising and shall terminate at the time that the Town Council commences to meet for purposes of making a final decision regarding a Contract award. A Proposer who violates the Cone of Silence shall be subject to automatic disqualification from further consideration.

4. CONE OF SILENCE

A Cone of Silence is hereby imposed and made applicable to this RLI, and in accordance with the Town’s Procurement Code. The Cone of Silence shall become effective from the time this RLI is advertised, and shall terminate at the time that the Town Council commences to meet for purposes of making a final decision regarding a Contract award, rejects all responses, or takes other action which ends the RLI process. During the effective time period of the Cone of Silence, any person or entity which submits a proposal/response, or that will be subject to evaluation under the terms of this RLI, shall not have any communication with the members of the Town Council relative to this RLI, except as may be permitted or required during public meetings of the Town Council. **NOTE:** A Proposer who violates the Cone of Silence shall be subject to automatic disqualification from further consideration.

A “**Cone of Silence**” means a prohibition on any communication regarding a particular request for proposal, request for qualification or invitation to bid, and as set forth in the Town’s Procurement Code.

IV. INSURANCE

The proposer shall provide as part of the RLI a certification that the ENGINEER has the ability to provide and meet the insurance requirements.

1. Prior to Award and in any event prior to commencing work, the Successful Proposer shall provide TOWN with certified copies of all insurance policies providing coverage as required.
2. The Successful Proposer shall secure and maintain, at its own expense, and keep in effect during the full period of the contract and at least one (1) year beyond a project completion, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:
 - (a) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.
 - (b) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Proposer shall agree to be

responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

- (c) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

\$2,000,000.00 Annual Aggregate

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and
- (7) Explosion, collapse, underground coverage (X-C-U).

- (d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Proposer in the performance of the work with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

***All insurance policies shall name and endorse the following as “Additional Named Insureds”:**

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator.
13400 Griffin Road.
Southwest Ranches, FL 33330

***The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated “A-” or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

All notifications shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Bidders are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Bid award within thirty (30) days of awarding. The Bidder hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a Bid protest or sue the Town by virtue of such cancellation or rescission.

V. INDEMNIFICATION

1. **GENERAL INDEMNIFICATION:** Indemnification. To the fullest extent permitted by Florida Statute, Section 725.08, ENGINEER shall indemnify, hold harmless the TOWN, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of the ENGINEER or its subcontractors, agents, officers, employees or independent contractors pursuant to the Continuing Contract, specifically including but not limited to those caused by or arising out of negligent act, omission, or default of the ENGINEER and/or its subcontractors, agents, or employees in the performance of the operations or services under the Continuing Contract.
2. **PATENT AND COPYRIGHT INDEMNIFICATION:** Successful Proposer agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.
3. **ERRORS AND OMISSIONS:** The ENGINEER to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under this Agreement (including the Work performed by sub-consultants and Sub-contractors), within the specified time period and specified cost. The

ENGINEER shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient ENGINEER with respect to the disciplines required for the performance of the Work in the State of Florida. The ENGINEER is responsible for and represents that the Work conforms to TOWN 'S requirements as set forth in this Agreement. The ENGINEER shall be and remain liable to the TOWN for all damages to the TOWN caused by the ENGINEER'S negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the TOWN may have, the ENGINEER shall, at its expense, re-perform the services to correct any deficiencies, which result from the ENGINEER'S failure to perform in accordance with the above standards. The TOWN shall notify the ENGINEER in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the TOWN'S inspection, review, approval or acceptance of, nor payment for, any of the Work required under this Agreement shall be construed to relieve the ENGINEER or any sub-consultant or subcontractor of its obligations and responsibilities under this Agreement, nor constitute a waiver of any of the TOWN 'S rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The ENGINEER and its sub-consultants and Subcontractors shall be and remain liable to the TOWN in accordance with applicable law for all damages to TOWN caused by any failure of the ENGINEER or its sub-consultants and Subcontractors to comply with the terms and conditions of this Agreement or by the ENGINEER'S or Sub-consultants' or Subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors or omissions in the performance of this Agreement. With respect to the performance of Work by sub-consultants and Subcontractors, the ENGINEER shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

VI. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

Pursuant to the provisions of section 287.133(2)(a), Florida Statutes -"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list".

VII. SCHEDULE OF EVENTS

The schedule of events, relative to this procurement shall be as follows. TOWN reserves the right to delay or modify the scheduled dates and to provide notice to all persons responding to Requests for Letter of Interest.

<u>Event:</u>	<u>Date (on or by)</u>
1. Issuance of Request for Letters of Interests	Monday, August 19, 2019
2. Deadline for Request for Clarification	Thursday, September 12, 2019 @ 12:00 noon
3. Opening of Letters of Interest	Thursday, September 19, 2019 @ 11:00 a.m.
4. Selection & Negotiation Committee Meeting (SNC)	TBD
5. SNC Meeting, as necessary	TBD
6. Contract Negotiations	TBD
7. Award of Contract	TBD

VIII. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH RLI's

The following documents are to be completed, executed, notarized (if applicable), and submitted in the exact order listed below and inserted at the back of the Proposal as a condition to this Request for Letters of Interest:

1. Proposer's / Offeror's Certification
2. Proposer's Qualifications Form
3. GSA Standard Form 330, if desired
4. Sworn Statement on Public Entity Crimes
5. Acknowledgement of Conformance with O.S.H.A.
6. Bidder Confirmation of Qualifications
7. Government Contact Information Form
8. List of Sub-contractors and qualifications
9. Acknowledgement of Addenda
10. Drug Free Workplace
11. Non-Collusive Affidavit
12. Reference and Contact Information Questionnaire
13. Copy of Professional Business License
14. Certification of ability to provide required insurance
15. List of Claims Presently Outstanding Against the proposer's Professional Liability Coverage
16. W9 form

IX. AWARD OF CONTRACT

The contract shall be awarded to the most qualified Proposer (s) who agrees to provide the requisite professional services at compensation which the TOWN determines is fair, reasonable and competitive. The final contract shall be substantially in the form of the Agreement attached hereto and shall include all terms and conditions which may be required by the Town's Procurement Code, and acceptable to the Town Council. The award of contract shall require the approval of the Town Council.

Purchasing Card (PCARD) Acceptance

The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

X. TERM OF CONTRACT

The continuing contract for professional engineering services shall have an initial three (3) years term with three (3) two (2) year extensions. An extension shall be by mutual agreement by both parties. Contract extensions may be approved by the Town Administrator.

XI. PUBLIC RECORDS

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RLI process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this IFB and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

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 PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

XII. BID PROTEST

A prospective Proposer or offeror may file a protest in writing with the Town Clerk's Office challenging the terms, conditions, or specifications within three (3) days (excluding weekends and legal holidays) after the public posting or advertising, whichever is later, of the IFP, RFP or RLI by the Town Clerk's Office.

A Proposer or offeror, in connection to and prior to awarding of any contract may file a protest in writing with the Town Clerk's Office within five (5) days (excluding weekends, and legal holidays) after posting of the recommended award for public viewing at the Town Clerk's Office. It is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award of contract to review public postings on the Town website. There may be additional means utilized for posting both advertisements and awards. In order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protests filed by a Proposer or offeror which does not have standing may be summarily denied without a formal decision.

Protestors shall file their written protests with the Town Clerk's Office between the hours of 9:00 a.m. and 5:00 p.m.

Written protests shall contain:

- the name of the petitioner;
- the petitioner's address and phone number, and fax number;
- the name of the petitioner's representative, if applicable;
- the name and number of the solicitation;
- a plain and clear statement of the facts and grounds on which the protest is based; and
- a specific request for the relief to which the petitioner deems itself entitled, or the remedy requested.

A written protest is received by the Town when it is delivered to and received by the Town Clerk's Office. Delivery to and receipt by any other Town staff member or Officer is not valid.

Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this protest procedure. Additionally, grounds not raised in any protest shall be deemed waived.

In the event of a timely protest, the Town shall not proceed further with the solicitation or award of the Proposal/contract until all administrative remedies have been exhausted or until the Town Administrator determines to award the Proposal contract without delay in order to protect the public health, welfare or safety.

Within seven (7) days (excluding weekends, and legal holidays) of receipt of the formal written protest, the Town Administrator shall attempt to settle or resolve the dispute. If the protest is not resolved by mutual agreement, the Town Administrator shall render a written decision. A copy of the decision shall be mailed to the protestor by certified mail, return receipt requested, to the protestor.

Failure to follow the protest procedures or failure to meet any deadline set forth herein shall automatically nullify any protest or claim brought by an aggrieved Proposer, or offeror. Failure to file an administrative protest as set forth herein shall also be deemed a failure to exhaust administrative remedies.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee as set forth below. Failure to pay the filing fee shall result in a denial of the protest. In the event the protest is denied, the Town shall retain the filing fee. In the event the protest is granted, then one half (50%) of the filing fee shall be refunded to the protestor.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
Up to \$250,000	\$2,000
\$250,001 - \$500,000	\$4,000
\$500,001 - \$5 million	\$6,000
Over \$5 million	\$10,000

[Intentionally Left Blank]

PROPOSER'S FORMS (OFFEROR'S CERTIFICATION)

[Intentionally Left Blank]

CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)

State of _____)
) ss:
County of _____)

I HEREBY CERTIFY that _____, as Principal or Owner

of (Company name) _____, is hereby authorized to execute the Bid dated

_____20____, to the Town of Southwest Ranches and his execution thereof, attested by the undersigned, shall be the official act and deed of _____.

(Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this__ day of_____,
20__.

Secretary:

(SEAL)

BIDDER: _____

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of _____)
) ss:
County of _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, _____, 20____, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or

Limited Liability Company this _____ day of _____, 20____.

Secretary:

(SEAL)

BIDDER: _____

PROPOSER'S QUALIFICATION STATEMENT FORM

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Southwest Ranches
Emily Aceti, Community Services Manager

ADDRESS: 13400 Griffin Road
Southwest Ranches, Florida 33330

SUBMITTED BY: _____ CIRCLE ONE
NAME: _____ Corporation
ADDRESS: _____ Limited Liability
_____ Company
_____ Joint Venture
TELEPHONE NO. _____ Partnership
FAX NO. _____ Individual
E-MAIL ADDRESS: _____ Other

1. State the true, exact, correct and complete name of the partnership, corporation, Limited Liability Company, joint venture, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and address of Resident Agent:

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (governmental entities are preferred as references).

(Name) (Address) (Phone number)

(Name) (Address) (Phone number)

(Name) (Address) (Phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

11. State the name of the individual who will have personal supervision of the work:

12. Provide a list of all litigation, including arbitration proceedings, in which offeror was or is a party, plaintiff or defendant, within the last five years, including the style of the case, locale of the case, and whether the case is still pending.

[Intentionally Left Blank]

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

DULY AUTHORIZED TO EXECUTE ON BEHALF OF PROPOSER.

Signature

State of _____

County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20__
by _____ of _____, who is

Personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:
(i). A predecessor or successor of a person convicted of a public entity crime; or
(ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the

legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BIDDER: _____

[Signatures on next page]

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

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

BIDDER: _____

**ACKNOWLEDGMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

_____, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to _____'s failure to comply with such regulations.

ATTEST

CONTRACTOR

BY: _____

Print Name

Date: _____

BIDDER: _____

BIDDER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Bidder, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Invitation for Bids, and which can complete the Work within the time schedule specified.

At the time of the Bid, the Bidder shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Invitation for Bids.

All license, certificate and experience requirements must be met by the Bidder (as opposed to the Subcontractor) at the time of Bid submission. Bids submitted by Bidders who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Bid, Bidder represents that it meets the requirements set forth above, and as set forth in the Bid Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Bidder: _____

Bidder's Name: _____

Bidder's Address: _____

Bidder's Phone Number: _____

Bidder's Email: _____

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RLI):

BIDDER: _____

[Signatures on next page]

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____ of _____ (Bidder), who is personally
known to me or who has produced _____ as identification and who did (did
not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of _____ County, Florida

Notary Signature

Name of Notary Public: (Print, Stamp, or type as Commissioned)

BIDDER: _____

GOVERNMENTAL CONTACT INFORMATION

Please list **NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON** of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

AGENCY NAME	ADDRESS	PHONE NUMBER	CONTACT PERSON

PROPOSER: _____

SUBCONTRACTORS/SUBCONSULTANTS LIST

In the form below, the proposers shall list all Subcontractors/Sub consultants to be used on this project if the Proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of Town.

CLASSIFICATION OF WORK	NAME	ADDRESS OF SUBCONTRACTORS /SUBCONSULTANTS

PROPOSER: _____

ACKNOWLEDGEMENT OF ADDENDA

Proposer shall indicate receipt of addendum by initialing below for each addendum received.

Addendum No.1 _____

Addendum No.2 _____

Addendum No.3 _____

Addendum No.4 _____

DRUG FREE WORKPLACE

Bidders must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

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

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

BIDDER'S SIGNATURE: _____

BIDDER: _____

NON-COLLUSION AFFIDAVIT

State of _____)
) ss:
County of _____)

_____ being first duly sworn deposes and says that:

(1) He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of

_____ the Bidder that has submitted the attached Bid;

(2) He/She is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

BIDDER: _____

[Signatures on next page]

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____,

Personally known _____

Or Produced Identification _____

(Type of Identification)

Notary Public - State of _____

(Notary Signature)

My Commission Expires: _____

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

BIDDER: _____

REFERENCE AND CONTACT INFORMATION QUESTIONNAIRE

The Bidder's response to this questionnaire may be utilized as part of the Town's Evaluation and selection. Proposers must have current licensure applicable to this type of work and must have experience on comparable work.

List public building improvement projects contracts and client reference

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

**SAMPLE CERTIFICATION OF ABILITY TO PROVIDE
INSURANCE MEETING THE REQUIREMENTS OF RLI**

(PROPOSER'S LETTERHEAD)

DATE:

Emily Aceti, Community Services Manager
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

Subject: Certification of Ability to Provide Insurance Meeting the Requirements of the
Request for Letters of Interest, RLI No. –19-004 Continuing Contract for Professional
Engineering Services.

Dear Ms. Aceti:

This is to certify that _____ has the ability to provide and
maintain the insurance coverage and meet the requirements of the Request for Letters of Interest.

Please contact me directly at tel. _____ if I can be of further assistance.

Sincerely,

Company Title

LIABILITY CLAIMS

Please list the following information for **all** Liability Claims for the past ten (10) years:

1. Name and Location of project:

2. Contact information for Project Owner:

a. Name: _____

b. Address: _____

c. Phone: _____

d. Email: _____

3. Nature of Claim: _____

4. Date of Claim: _____

5. Resolution Date of Claim and how resolved: _____

6. If applicable:

a. Court Case Number: _____

b. County: _____

c. State: _____

7. If applicable:

a. Insurance Agent / Carrier Name: _____

b. Insurance Agent / Carrier Signature: _____

BIDDER: _____

INSERT W – 9

1 page

STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect **not** to respond with an offer to this solicitation, the Town requests that the reason(s) be indicated below, and this form returned to:

Emily Aceti, Community Services Manager
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

or

Email: eceti@southwestranches.org

REASONS

1. _____ Do not Offer this product/service or equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications “too tight” (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and / or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment).

Explanation: _____

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? Yes No

COMPANY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE: (_____) _____ DATE: _____



EXHIBIT "A"
AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND

FOR
A CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
RLI No. 19-005

AGREEMENT FOR
CONTINUING CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES

This Continuing Contract for Professional Engineering Services ("CONTINUING CONTRACT") is made and entered into this ____ day of _____ 2019, by and between the Town of Southwest Ranches, Florida, hereinafter referred to as "TOWN", and _____ a Florida _____ licensed as an Authorized Professional Engineering Company with the State of Florida under License _____, hereinafter referred to as "ENGINEER".

WITNESSETH:

RECITALS:

WHEREAS, the TOWN has provided notice of the desired professional services and pursuant to RLI No. 19-005, and adhered to the selection process pursuant to and in accordance with the Consultants' Competitive Negotiation Act, Florida Statute, 287.055 and the TOWN's Procurement Code; and,

WHEREAS, the TOWN desires to engage the ENGINEER to perform certain professional engineering services in accordance with this CONTINUING CONTRACT, as permitted by the Consultants' Competitive Negotiation Act; and,

WHEREAS, the ENGINEER desires to provide such professional engineering services in accordance with this CONTINUING CONTRACT; and,

WHEREAS, the TOWN represents that it has the authority to engage the ENGINEER for the services set forth in RLI 19-005, this CONTINUING CONTRACT, and as approved by the TOWN's Resolution No. _____.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this CONTINUING CONTRACT, it is mutually understood and agreed as follows:

The above Recitals are true and correct and are incorporated herein and made a part of this CONTINUING CONTRACT.

ARTICLE 1 - DESCRIPTION OF PROFESSIONAL SERVICES

Standard of Care. All services rendered by ENGINEER and its consultants pursuant to this Continuing Contract will be performed in accordance with the standard of professional skill and care required for engineers and other professionals retained to assist with, from commencement to finish of engineering services of the projects contemplated by this Continuing Contract; provided, however, that no work shall be performed unless and until a written work authorization is executed and the TOWN has issued a Notice to Proceed as to any of the projects. ENGINEER will perform all services consistent with the interests of the TOWN and in accordance with the requirements of the State of Florida. ENGINEER agrees to timely perform its services so as not to delay the projects under this CONTRACT, time being of the essence, and as set forth in the Notice to Proceed. The projects ("Project" or "Projects") which may be assigned to ENGINEER, and subject of a Notice to Proceed, are those listed in RLI No. 19-004, which RLI is incorporated herein by reference.

1.1.1 Points of Contact.

The TOWN's Designated Point of Contact (or "Representative") shall be:

Rod Ley, Town Engineer Tel:
954-434-0008

Email: rley@southwestranches.org

The ENGINEER's Designated Point of Contact shall be:

Engineer's Name

Attn: _____

Tel: _____

Email: _____

1.1.2 Licensing and Other Obligations of Engineer. The ENGINEER will provide appropriate documentation to the TOWN to demonstrate that it and all its consultants are properly licensed to perform all services relative to this Continuing Contract.

1.1.2.1 A consultant is a person or entity who the ENGINEER has retained and who the ENGINEER will pay to perform any of the services described in this Continuing Contract. Reasonable funds for such payment have been included as part of ENGINEER's compensation under this Continuing Contract.

1.1.2.2 The ENGINEER shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees, or persons performing any of the services under this Continuing Contract.

1.1.2.3 The ENGINEER shall have the sole obligation and responsibility to select, control and supervise all its consultants. The ENGINEER may not contract with anyone with whom the TOWN has a reasonable objection. Contracts between the ENGINEER and the consultants shall require each consultant to be bound to the ENGINEER for all obligations and responsibilities which the ENGINEER, by this Continuing Contract assumes toward the TOWN. This provision also applies to substitute consultants hired during this Continuing Contract to replace existing consultants in accordance with this Continuing Contract. The ENGINEER shall retain responsibility for coordination of any consultants engaged by the ENGINEER to provide services under this Continuing Contract and will likewise coordinate its services with those consultants retained by the TOWN. The TOWN agrees that all communications of the TOWN with the ENGINEER's consultants will be made through the ENGINEER's Representative, unless such consultants have also been retained by the TOWN.

1.1.2.4 The ENGINEER and its consultants will perform, without expense to the TOWN, such services as may be required to correct or remedy any negligent act, error or omission of the ENGINEER or its consultants.

1.1.2.5 The ENGINEER shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees or persons performing any of the services under this Agreement.

1.1.2.6 The ENGINEER shall have the sole obligation and responsibility to select, control, payment and supervision of all its consultants.

1.1.3 Conflicts of Interest. The ENGINEER shall not engage in any activity, or accept any employment, receive any monetary compensation, interest or contribution that could create the appearance of impropriety or compromise the ENGINEER's professional judgment with respect to this Continuing Contract.

ARTICLE 2 - TOWN-PROVIDED ITEMS

2.1 The TOWN's list of project requirements shall be provided to the ENGINEER and shall be utilized by the ENGINEER to prepare the Project Program.

2.2 The TOWN shall provide ENGINEER with accurate and complete information. No information derived from the TOWN shall relieve the ENGINEER from any risk or from fulfilling all terms of the Contract. The ENGINEER shall be responsible for any additional investigations required to fulfill all the terms of the Contract.

2.3 Service Work Authorization and Notice to Proceed. For all services covered under this Continuing Contract, ENGINEER shall be required to obtain an approved written Work Authorization and a written "Notice to Proceed" by the Town Administrator or his

authorized representative, in advance of providing any such services to the Town. The written Work Authorization shall specify in detail the nature of the services requested, the lump sum or not to exceed cost to the TOWN for same (with actual cost to be fully substantiated by ENGINEER upon completion), and the time frame for completion. All services performed by ENGINEER without a written authorization from the TOWN shall be performed at ENGINEER's sole cost and expense.

ARTICLE 3- FEES

3.1 Subject to the TOWN's issuance of a "Notice to Proceed" and individual written work orders, the TOWN shall pay the ENGINEER the total compensation for the Project(s), in accordance with the total fee indicated in a Project fee schedule executed by both the TOWN and Engineer, and which will be developed based upon the approved Rate and Fee Schedule. ENGINEER's total compensation includes all fees, costs and expenses that may be incurred by the ENGINEER to complete the design and construction administration of the Project, including, but not limited to, all professional services provided by or through the ENGINEER, drawings, calculations and other documents, travel expenses and all other costs or expenses, for or related to the Project, as well as the time for performance. A Notice to Proceed shall not be issued by the TOWN until a Project fee schedule has been fully executed. Additionally, ENGINEER shall not perform any services without individual written work orders which may be required to be provided by the Town Administrator, and in accordance with this Continuing Contract. Hourly rates for ENGINEER's consultants shall also be in accordance with the Rate and Fee Schedule.

3.2 Payment on account of services rendered, shall be made monthly, based on the percentage of completion of the Project, upon presentation of the ENGINEER's invoice for same, along with a partial waiver and release from ENGINEER indicating a release of all claims, including, but not limited to, equitable liens, through the last elate of services rendered and included in the invoice. Should any portion of the invoice be in dispute, other portions, if any, that are not in dispute or not deemed, by the TOWN, to be funds likely necessary to be put towards the issue in dispute, shall be paid per the terms of this Continuing Contract. Any billing concerns shall be submitted in writing by the TOWN to the ENGINEER describing the disputed portion of the invoice in detail for discussion and resolution.

3.3 Payment on account of undisputed amounts of the Engineer's Total Compensation shall be made within thirty (30) days of invoice date or as otherwise provided by Section 218.73, Florida Statute.

3.4 Payments due to ENGINEER which remain unpaid for thirty (30) days after the due

date provided herein, shall bear interest at the statutory rate provided by Section 218.74, Florida Statute.

3.5 Payment for the ENGINEER' s services will be made in accordance with the local government Prompt Payment Act, Section 218.73, Florida Statute.

3.6 Purchasing Card (PCARD) Acceptance: The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

ARTICLE 4 - CHANGE ORDERS

4.1 Definition of Change. Change in the services to be performed by the ENGINEER, or the ENGINEER's consultants, may only be accomplished after execution of this Continuing Contract, without invalidating the Continuing Contract, by mutual agreement and execution of a written Change Order. ENGINEER assumes all risks and responsibilities for performing all services on behalf of the TOWN for the amount determined in accordance with Article 3. The TOWN shall not be liable for any cost increases that may arise during the performance of services. Any adjustments to the services must be by written Change Order issued in accordance with the terms and conditions of this Continuing Contract. To the extent that ENGINEER proceeds to perform additional services in excess of those services described in an executed Notice to Proceed that has been signed by the Town Administrator without an executed written Change Order issued in accordance with this Continuing Contract, such services shall be at ENGINEER's own risk at no charge to TOWN.

ARTICLE 5 - OWNERSHIP OF DOCUMENTS

5.1 Drawings, specifications and other documents, including those in electronic form, prepared by the ENGINEER and the ENGINEER's consultants are Instruments of Service. The ENGINEER and the ENGINEER's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The TOWN shall have the right to use the Instruments of Service. The TOWN's right of use in accordance with this Paragraph specifically authorizes the TOWN to utilize the Instruments of Service to complete the Project as well as to perform alterations, repair and additions to the Project. This right of use applies even if this Agreement is terminated. In that event, the TOWN will be entitled to continue to utilize the Instruments of Service and shall have the unrestricted right to use, reproduce and to make derivative works of the Instruments of

Service to complete the Project as long as the TOWN has paid ENGINEER for all fees associated only with the preparation of the Instruments of Service in accordance with this Continuing Contract. Should this Continuing Contract be terminated, ENGINEER and its consultants will continue to own the copyright to these Instruments of Service in accordance with this Continuing Contract. However, the TOWN will, through an irrevocable, perpetual, royalty-free license, have the exclusive right to use the Instruments of Service, without restriction or limitation, to construct the buildings and improvements relative to this Project as well as repair, maintain or construct future additions to the Project. Upon the TOWN's request, the ENGINEER and its consultants will furnish to the TOWN, copies, including reproducible copies, electronic data and computer files of the Drawings and Specifications and other Instruments of Service.

5.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the TOWN's or ENGINEER's rights.

5.3 ENGINEER represents and warrants to TOWN that it is the owner of all Instruments of Service prepared by itself and has the sole authority to grant TOWN use provisions of these Instruments of Service in accordance with this Agreement. With respect to Instruments of Service for the Project owned by ENGINEER's consultants, ENGINEER, in its agreement with such consultants to provide services for this Project, shall cause such consultants to grant to the TOWN the same use provisions as are included herein.

ARTICLE 6 - TERM OF CONTRACT

6. The continuing contract for professional engineering services shall have an initial three (3) years term, with three (3), two (2) year extensions. An extension shall be by mutual agreement by both parties. A contract extension may be approved by the Town Administrator.

ARTICLE 7 - TERMINATION

7.1 Termination by Town for Convenience. This Continuing Contract may be terminated by the Town for convenience upon at least thirty days' written notice to the ENGINEER. Under such conditions, ENGINEER will only be entitled to receive compensation for services rendered that are specifically within the services for which the Town Administrator has, in writing, authorized ENGINEER to proceed and only up through the date that is no later than thirty days after the date written notice for such termination for convenience is issued by the TOWN to ENGINEER. ENGINEER will be able to recover for its work performed; actual cost and expenses; and fair and reasonable sums for overhead and profit for work performed. Upon receipt of a notice of termination for convenience by the TOWN, the ENGINEER will initiate all reasonable steps to mitigate further expenses from accruing. No other compensation and/or damages will be due

ENGINEER from the TOWN pursuant to this Paragraph

7.2 Default by ENGINEER. In addition to defaults resulting from the ENGINEER's failure to strictly comply with any term, condition, or agreement set forth herein, the ENGINEER shall be in default under this Continuing Contract if:

- A. The ENGINEER ceases to carry the insurance required hereunder or the insurance is cancelled.
- B. A default should occur in the performance of any consultant or contractor employed by the ENGINEER and not corrected by ENGINEER or another replacement consultant or contractor employed by ENGINEER within ten (10) days after notice from the TOWN.
- C. The ENGINEER fails to maintain all permit-related documents and make such documents available to the TOWN upon reasonable request.
- D. The ENGINEER fails to timely (30 days) pay any consultant or contractor employed by the ENGINEER.
Notwithstanding the foregoing, ENGINEER shall have the right to contest disputed invoices in good faith, without being in default of this Continuing Contract, but will bond off or cause to be satisfied of record any liens that may be recorded erroneously in connection therewith within ten (10) days of the date of recording of such lien.
- E. The ENGINEER fails to correct any error or material inconsistency in its or its consultants Drawings and Specifications or other Instruments of Service within ten (10) days after such error or material inconsistency is reported to the ENGINEER.
- F. The ENGINEER fails to perform its obligations under this Continuing Contract in a timely and expeditious manner within ten (10) days after notice from the TOWN.

7.3 TOWN'S Compensation for Default by ENGINEER. In the event of termination due to the fault of the ENGINEER under this Continuing Contract, the TOWN shall be compensated for all reasonable costs and expenses including reasonable attorneys' fees and costs incurred in connection with replacing the ENGINEER hereunder, in reviewing, analyzing, or enforcing the TOWN's rights hereunder or in connection with a replacement engineer and the completion of the ENGINEER 's services hereunder. This is not intended to limit the TOWN's rights or ability to recover damages in the event of a breach by the ENGINEER under this Continuing Contract. Additionally, the TOWN shall have the right to use the ENGINEER 's Drawings, Specifications and other Instruments of Service in the event of a default by the ENGINEER, regardless of the payment status for such Instruments of Service.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Governing Law, Jurisdiction, Venue and Attorney's Fees. In the event of any action, litigation, or proceedings of any type regarding or relating to performance of this Continuing Contract, the prevailing party shall be entitled to recover its reasonable costs, expert's fees and attorney's fees at all hearing, trial, bankruptcy, and appellate levels. All disputes pursuant to this Continuing Contract shall be first subject to mediation in Broward County with a mutually agreeable Florida Supreme Court Certified Mediator who is knowledgeable in the rendering of professional engineering services for construction projects similar to the projects under this Continuing Contract. Failing resolution by mediation, any litigation shall be filed in a court of competent jurisdiction and the sole and exclusive venue shall be in Broward County, Florida. This Continuing Contract shall be governed by the laws of the State of Florida. Mediation shall be conducted within sixty (60) days of either Party's written request. The parties shall share, 50/50, the cost of the mediator.

8.2 Waiver of Right to Jury Trial

BY ENTERING INTO THIS CONTINUING CONTRACT, ENGINEER AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS CONTINUING CONTRACT.

8.3 Insurance Coverages and Minimum Amounts. ENGINEER shall secure and maintain, at its own expense, and keep in effect during the full period of the Continuing Contract and at least one (1) year beyond its completion a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

8.3.1 Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

8.3.2 Worker's Compensation and Employer's Liability Insurance for all employees of the ENGINEER engaged in services under the Contract in accordance with the laws of the State of Florida. ENGINEER hereby agrees to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

8.3.3 (Comprehensive) Commercial General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence. Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and

Property Damage at \$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability annual aggregate:

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
6. Personal Injury Coverage with employment and contractual exclusions removed and deleted, and;
7. Explosion, collapse, underground coverage (X-C-U)

8.3.4 Comprehensive Automobile Liability Insurance, for all owned, non-owned and hired automobiles and other vehicles used by ENGINEER in the performance of services pursuant to this Contract with the following minimum limits of liability: \$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

8.3.5 Aggregate Limits. Commercial General Liability shall be \$2,000,000.

***All insurance policies shall name and endorse the following as “Additional Named Insureds”:**

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator.
13400 Griffin Road.
Southwest Ranches, FL 33330

***The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated “A-” or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

All notifications shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Bidders are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Bid award within thirty (30) days of awarding. The Bidder hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a Bid protest or sue the Town by virtue of such cancellation or rescission.

84 Indemnification. To the fullest extent permitted by Florida Statute, Section 725.08, ENGINEER shall indemnify, hold harmless the TOWN, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of the ENGINEER or its subcontractors, agents, officers, employees or independent contractors pursuant to the Continuing Contract, specifically including but not limited to those caused by or arising out of negligent act, omission, or default of the ENGINEER and/or its subcontractors, agents, or employees in the performance of the operations or services under the Continuing Contract.

8.4.1 Errors and Omissions:

The ENGINEER to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under this Agreement (including the Work performed by sub-consultants and Subcontractors), within the specified time period and specified cost. The ENGINEER shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient ENGINEER with respect to the disciplines required for the performance of the Work in the State of Florida. The ENGINEER is responsible for and represents that the Work conforms to TOWN'S requirements as set forth in this Agreement. The ENGINEER shall be and remain liable to the TOWN for all damages to the TOWN caused by the ENGINEER'S negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the TOWN may have, the ENGINEER shall, at its expense, re-perform the services to correct any deficiencies, which result from the ENGINEER'S failure to perform in accordance with the above standards. The TOWN shall notify the ENGINEER in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the TOWN'S inspection, review, approval or acceptance of, nor payment for, any of the Work required under this Agreement shall be construed to relieve the ENGINEER or any sub-consultant or subcontractor of its obligations and responsibilities under this Agreement, nor constitute a waiver of any of the TOWN 'S rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The ENGINEER and its sub-consultants and Subcontractors shall be and remain liable to the TOWN in accordance with applicable

law for all damages to TOWN caused by any failure of the ENGINEER or its sub-consultants and Subcontractors to comply with the terms and conditions of this Agreement or by the ENGINEER'S or Sub-consultants' or Subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors or omissions in the performance of this Agreement. With respect to the performance of Work by sub-consultants and Subcontractors, the ENGINEER shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

85 Patent and Copyright Indemnification. ENGINEER agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other such work in connection with the performance of the Continuing Contract.

86 Successors and Assigns. This Continuing Contract is binding upon the parties hereto, their successors and assigns and replaces, provided, however, neither party shall assign or transfer any interest in this Continuing Contract without the written consent of the other party.

87 No Damage for Delays by TOWN. ENGINEER's sole remedy for any (i) delay in the commencement, prosecution, or completion of its services, (ii) hindrance or obstruction in performance of its services, (iii) loss of productivity, or (iv) other similar claims (collectively referred to in this subparagraph as "delays"), whether or not such delays are foreseeable, shall be non-compensable. The TOWN shall act reasonably in granting extensions of time to the ENGINEER. All extensions to the time for performance shall be authorized only by written Change Order executed by the TOWN and ENGINEER. In no event shall the ENGINEER be entitled to any other compensation or recovery of any damages under or pursuant to this subparagraph in connection with any delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration.

88 Audit and Inspection Rights and Retention of Records by ENGINEER. The TOWN shall have the right to audit the books, records and accounts of ENGINEER that are related to this Continuing Contract. ENGINEER shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Continuing Contract. ENGINEER shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Continuing Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statute), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of

three (3) years after termination or expiration of this Continuing Contract, unless ENGINEER is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at ENGINEER 's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to ENGINEER 's records, ENGINEER shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by ENGINEER. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry. In addition, ENGINEER shall respond to the reasonable inquiries of success or engineers, if any, and allow successor engineers to receive working papers relating to matters of continuing significance. In addition, ENGINEER shall provide a complete copy of *all* working papers including electronic files to the TOWN, prior to final payment by the TOWN under this Continuing Contract.

89 Performance During Disputes. Notwithstanding anything contained in this Continuing Contract to the contrary, in the event of any dispute noticed in writing between the TOWN and the ENGINEER, the ENGINEER and, if applicable, its consultants will continue to provide services on the Projects under this Continuing Contract pursuant to the terms of this Continuing Contract so long as the ENGINEER receives payment for the matter(s) not in dispute.

810 TOWN's Review of Documents. Review and approval of documents or submittals by the TOWN shall be for general design compliance and approval of such submittals shall not relieve the ENGINEER of any responsibility or liability hereunder.

811 Entire Agreement. This Continuing Contract is deemed effective only upon execution by both parties. Additionally, this written Continuing Contract represents the entire and integrated agreement between the TOWN and the ENGINEER and supersedes all prior negotiations or agreements, either written or oral. This Continuing Contract may be amended only if agreed to by both parties, in writing. Pursuant to Florida Statute, Section 287.055, this Continuing Contract shall have no time limitation, however, it may be terminated in accordance with Sections 6 and 7 hereof.

812 Invalid Provisions. Any term or provision of this Continuing Contract found to be invalid under any applicable Statute or rule of Law shall be deemed omitted, and the remainder of this Continuing Contract shall remain in full force and effect.

813 Non-Discrimination. ENGINEER shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status.

ENGINEER shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination regarding their race, gender, color, religion, sex, national origin, disability, or medical status. ENGINEER shall comply with all applicable sections of the Americans with Disabilities Act. ENGINEER agrees that compliance with this Article constitutes a material condition to this Continuing Contract, and that it is binding upon the ENGINEER, its successors, transferees, and assignees for the period during which any services are provided. ENGINEER further assures that all consultants and subcontractors and independent contractors are not in violation of the terms of this Section of the Continuing Contract.

8.14 Sovereign Immunity. Nothing in this Continuing Contract is intended nor shall it be construed or interpreted to waive or modify the TOWN's Sovereign Immunity defense or any other of the TOWN's immunities and limitations on liability as provided for in Florida law and statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

8.15 NO Third-Party Beneficiaries. This Continuing Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Continuing Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

8.16 Funding. The obligation of TOWN for payment to ENGINEER for services is limited by Florida law to the availability of funds appropriated in a current fiscal period and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

8.17 Manner of Performance. ENGINEER agrees to perform its services in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. ENGINEER agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. ENGINEER agrees to furnish to TOWN any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. ENGINEER further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Continuing Contract. Failure of ENGINEER to comply with this paragraph shall constitute a material breach of this Continuing Contract.

8.18 Public Records. The TOWN is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and

is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Firm acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to TOWN's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosures under applicable law.

ENGINEER agrees to maintain public records in ENGINEER's possession or control in connections with ENGINEER's performance under this agreement and to provide the public with access to public records in accordance with the record maintenance, production and codes requirement set forth in Chapter 119, Florida Statutes, or as otherwise required by law. ENGINEER shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. ENGINEER's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this agreement by TOWN.

819 Public Entity Crimes. In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with TOWN, may not be awarded or perform services as an engineer, contractor, supplier, or subcontractor, under a contract with TOWN, and may not conduct business with TOWN for a period of **thirty six (36) months** from the date of being placed on the convicted vendor list. Violation of this section by ENGINEER shall result in TOWN's immediate termination of this Continuing Contract.

820 Changes and Modification of Continuing Contract. TOWN and ENGINEER may request changes that would increase, decrease or otherwise modify the scope of services to be provided under this Continuing Contract. Such changes only become part of this Continuing Contract and increase, decrease or otherwise modify the services under this Continuing Contract if evidenced by a written Change Order executed by TOWN and ENGINEER, with the same formality and of equal dignity associated with the original execution of the Continuing Contract.

821 No Waiver of Rights. Neither the TOWN's review, approval or payment for any of the services required under this Continuing Contract shall be construed to operate as a waiver of any of TOWN's rights under this Continuing Contract or of any causes of action arising out ENGINEER's performance of the services under this Continuing Contract, and ENGINEER shall be and remain liable to the TOWN for all damages to the TOWN caused by the ENGINEER's negligent or improper performance of any of the services furnished under this Continuing Contract, irrespective of the TOWN's review, approval or payment for any of the services under this Continuing Contract. The rights and remedies of the TOWN provided for under this Continuing Contract are in addition to all other rights and remedies provided to TOWN by law.

822 Gender. Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

823 Time is of the Essence. Time is of the essence for all of ENGINEER's obligations under this Continuing Contract.

824 Days. The terms "days" as referenced in this Continuing Contract shall mean consecutive calendar days, unless specifically stated to be "work days."

825 Equal Opportunity Employment.

A. ENGINEER will take affirmative action to ensure that employees are treated equally during employment, without regard to their race, religion, gender, color or, national origin. Such action must include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ENGINEER shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause included in section 8.18 of this Continuing Contract.

B. ENGINEER shall comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor Regulations (41 CFR Part 60).

C. ENGINEER shall comply with Copeland Anti-Kickback Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR Part 3).

D. ENGINEER shall comply with the Contract Work Hours and Safety Standards Act (40 US 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

826 Notice. Notices shall be given by Certified Mail (RRR), recognized overnight delivery service with tracking receipt, or hand delivery or courier with signed receipt. Notices shall be given to the following addresses:

AS TO TOWN:
Andrew D. Berns
Town Administrator

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

With a copy to the Town Attorney:

Keith M. Poliakoff
Saul Ewing Arnstein & Lehr, LLP
200 East Las Olas Blvd.
Suite 1000
Fort Lauderdale, FL 33301
Philadelphia, PA 19102

AS TO ENGINEER:

827 Independent Contractor. ENGINEER is an independent contractor of TOWN under this Continuing Contract. In providing services, neither ENGINEER nor its agents shall act as officers, employees or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the services rendered under this Continuing Contract shall be exclusively and solely those of ENGINEER. This Continuing Contract shall not constitute or make the TOWN and ENGINEER a partnership or joint venture.

828 Conflicts. Neither ENGINEER nor its employees shall have or hold any continuing or frequently, recurring employment or contractual relationship that is substantially antagonistic or incompatible with Engineer's loyal and conscientious exercise of judgment related to its performance under this Continuing Contract.

A. ENGINEER agrees that none of its officers or employees shall, during the term of this Continuing Contract, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, ENGINEER agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude ENGINEER or any other persons from representing themselves in any action or in any administrative or legal proceeding.

B. In the event ENGINEER is permitted to utilize consultants or subcontractors to

perform any services required by this Continuing Contract, ENGINEER agrees to prohibit such consultants or subcontractors, by written contract, from having any conflicts within the meaning of this Section.

829 Contingency Fee. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this Continuing Contract 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 ENGINEER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Continuing Contract. For a breach or violation of this provision, TOWN shall have the right to terminate this Continuing Contract without liability and, at its discretion, to deduct from the Continuing Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

830 Materiality and Waiver of Breach. TOWN and ENGINEER agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Continuing Contract and, therefore, is a material term hereof. TOWN's failure to enforce any provision of this Continuing Contract shall not be deemed a waiver of such provision or modification of this Continuing Contract. A waiver of any breach of a provision of this Continuing Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Continuing Contract.

831 Joint Preparation. The TOWN and ENGINEER both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Continuing Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

832 Drug-Free Workplace. ENGINEER shall maintain a drug-free workplace.

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

834 Binding Authority. Each person 'Signing this Continuing Contract on behalf of either party individually warrants that he or she has full legal power to execute this Continuing Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Continuing Contract.

835 Truth-in-Negotiation Certificate. Signature of this Continuing Contract by ENGINEER shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Continuing Contract are accurate, complete, and current at the time of contracting.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2019.

WITNESSES:

CONTRACTOR:

By: _____
_____, _____ (title)
___ day of _____ 201_

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor
___ day of _____ 201_

By: _____
Andrew D. Berns, Town Administrator
___ day of _____ 201_

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

EXHIBIT “B”

FISCAL YEAR 2019-2023 CAPITAL IMPROVEMENT PLAN

**Five Year Capital Improvement Plan
 All Funds Project Expenditure Summary FY 2019 - FY 2023**

Department Name	Project Name	FY 2019		FY 2020		FY 2021		FY 2022		FY 2023		Total
Public Safety/ General Fund & Capital Projects Fund	Fire Station Alerting System	80,000	FA	-		-		-		-		80,000
	Fire Wells Replacement and Installation	30,000	FA	30,000	FA	30,000	FA	30,000	FA	30,000	FA	150,000
	Public Safety-Fire Rescue Modular Facilities	160,000	GF-FB	-		-		-		-		160,000
	Volunteer Fire Rescue Extraction & Thermo Imaging Equipment	46,040	NF	-		-		-		-		46,040
	Emergency Operations Center	-		-		-		-		5,400,000	NF	5,400,000
Townwide/Capital Projects Fund	Town Hall Complex Safety, Drainage & Mitigation Improvements	5,000	CIP-FB	166,575	CIP-FB, G	-		-		-		171,575
Parks, Recreation & Open Space/ Capital Projects Fund	Frontier Trails Conservation Area	75,000	GF Tfr	125,000	NF	223,500	NF	689,650	NF	841,500	NF	1,954,650
	Country Estates Park	150,000	NF	175,000	NF	240,000	NF	229,575	NF	270,425	NF	1,065,000
	PROS Entranceway Signage	60,000	NF	40,000	NF	-		-		-		100,000
	Calusa Corners Park	50,000	NF	296,000	NF	503,225	NF	195,500	NF	211,000	NF	1,255,725
	Country Estates Park Ballfield Improvement	31,726	NF	-		-		-		-		31,726
	Sunshine Ranches Equestrian Park Playground Rehabilitation	25,700	NF	-		-		-		-		25,700
	Southwest Meadows Sanctuary Park	211,095	NF	518407	NF	518407	NF	518407	NF	518407	NF	2,284,723
Public Works: Engineering/ Transportation Fund	Drainage Improvement Projects	674,250	TFB,GF Tfr, G	485,000	GF Tfr, G	92,000	GF Tfr	92,000	GF Tfr	138,000	GF Tfr	1,481,250
	Transportation Surface Drainage & Ongoing Rehabilitation (TSDOR)	450,000	GF Tfr (mill=.3342)	495,000	GF Tfr (mill=TBD)	495,000	GF Tfr (mill=TBD)	495,000	GF Tfr (mill=TBD)	495,000	GF Tfr (mill=TBD)	2,430,000
	Pavement Striping and Markers	26,735	NF	33,265	GAS, GF Tfr	50,000	GAS, GF Tfr	50,000	GAS, GF Tfr	50,000	GAS, GF Tfr	210,000
	Guardrails Installation Project	440,000	NF	390,000	NF	205,000	NF	205,000	NF	-		1,240,000
	SW 210 Terrace Roadway Improvement	150,000	NF	95,000	NF	704,500	NF	704,500	NF	-		1,654,000
	Townwide Entranceway Signage	10,000	NF	10,000	NF	10,000	NF	10,000	NF	-		40,000
	Street Lighting	-		25,000	TFB	201,000	NF	196,000	NF	-		422,000
	PROJECT TOTALS	\$2,675,546		\$2,884,247		\$3,272,632		\$3,415,632		\$7,954,332		\$20,202,389

Funding Source Code	Funding Source Name
CIP-FB	Capital Projects Fund Fund Balance
DEBT	DEBT-General Obligation or otherwise
FA	Fire Assessment
G	Grant Funding
GAS	Local Option Gas Taxes
GF-FB	General Fund Fund Balance
GF Tfr	General Fund Transfer from Operating Revenues
NF	Not Funded
TFB	Transportation Fund Fund Balance