



**REQUEST FOR QUALIFICATIONS**

**RFQ # 2021-01**

**CONTINUING PROFESSIONAL ARCHITECTURAL AND  
ENGINEERING SERVICES FOR VARIOUS PROJECTS**

1210 Hillsboro Mile • Hillsboro Beach, Florida 33062 • p: 954-427-4011 • [TownofHillsborobeach.com](http://TownofHillsborobeach.com)

## **INSTRUCTIONS TO RESPONDENTS**

1. **GENERAL:** The following instructions are given for guiding proposers in properly preparing their proposals.

For information concerning procedures for responding to this Request for Qualifications (RFQ), contact Town Manager, at the phone number or email address listed on the title page of the document. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

2. **SCOPE OF WORK:** Pursuant to Section 287.055, Florida Statutes, the Town of Hillsboro Beach ("Town") invites qualified architectural and engineering firms to submit Statements of Qualifications to provide architectural and/or engineering services to the Town in response to this Request for Qualifications (the "RFQ").

3. **ADDITIONAL INFORMATION, QUESTIONS, INTERPRETATIONS, INCONSISTENCIES AND ADDENDA:**

Requests for additional information or questions must be made in writing, to Sherry Henderson, Town Clerk, via email at [SHenderson@TownofHillsboroBeach.com](mailto:SHenderson@TownofHillsboroBeach.com). Questions/requests must be submitted prior to the deadline for such as listed in the timeline of events section of the RFQ. Additional information will only be transmitted via a written addendum.

4. **DEVELOPMENT COSTS:** Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFQ.

5. **INSURANCE REQUIREMENTS:** The proposer will be required to furnish evidence of the following insurance coverages by a licensed Florida Company that has at least a "BEST" rating of "A."

A. Without limiting any of the other obligations or liabilities of proposer, proposer will provide, pay for and maintain in force until all of its work to be performed under this contract has been completed and accepted by Town (or for such duration as is otherwise specified after this), the insurance coverages set forth herein.

B. Workers compensation insurance to apply for all employees of the contractor, sub-contractors, and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include: Employers' liability with a minimum limit of one hundred thousand dollars (\$100,000) each accident.

C. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability;

D. Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability;

E. Business automobile liability with minimum limits of five hundred thousand dollars (\$500,000) per occurrence combined single limits for bodily injury liability and property damage liability.

F. Professional Liability / errors and Omissions Coverage  
Combined single limit each occurrence \$1,000,000 general aggregate limit \$ 2,000,000

G. The Town is to be expressly included as an "Additional Insured" in the name of "Town of Hillsboro Beach" with respect to liability arising out of operations performed by Town by or for proposer; or acts or omissions of Town concerning general supervision of such operation.

H. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the Town thirty (30) days notice of cancellation and/or restriction.

6. **PROOF OF CARRIAGE OF INSURANCE:** The successful proposer will furnish to the Town, Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but will also refer specifically to this contract and will state that such insurance is as required by this contract.
7. **PROPOSER'S EXPERIENCE RECORD:** The Town will have the right to investigate the financial condition, experience record, and equipment of each proposer and determine to its satisfaction the competency of each to undertake the project. The proposer will submit documentation concerned with the past performance and integrity of a contractor/developer. Accordingly, proposer should provide information as to any of the following: (a) bankruptcy, (b) mortgage foreclosures; (c) previous or pending litigation and (d) restrictions, restraints or impositions imposed by federal or state regulatory agencies such as Federal Housing Administration, Securities and Exchange Commission, etc., that apply to the proposer/contractor/developer.
8. **NON- APPROPRIATION OF FUNDS:** In the event no funds or insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for payments due under the contract, then the Town, upon written notice of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the Town.
9. **POSTPONEMENT OF DATE FOR SUBMITTING PROPOSALS:** The Town reserves the right to extend the date for the receipt of proposals and will give ample notice of any such postponement to each prospective proposer.

10. **CONTRACT AWARD:** The Town anticipates entering into a contract with the proposer(s) who submits the proposal judged by the Town to be most advantageous.

The proposer understands that this RFQ does not constitute an offer or a contract with the TOWN . A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposer have been authorized by the appropriate level of authority within the Town, an agreement has been approved, and executed by parties and by the appropriate level of authority within the Town. In the event the parties are unable to negotiate terms acceptable to the Town, the Town may determine to accept the offer of the second most responsive and responsible Proposer determined by the selection committee, or it may resolicit proposals. The Town reserves the right to reject all proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The Town may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

11. **RIGHT TO WAIVE AND REJECT:** The Town, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Town, to complete or perform a Town of Hillsboro Beach contracted project in a timely fashion or has failed in any other way, in the opinion of the Town, to perform a prior contract in a satisfactory manner, and has directed the Town of Hillsboro Beach Town Manager to emphasize this condition to potential proposers.

There is no obligation on the part of the Town to award the proposal to the lowest proposer, and the Town reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the Town, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. The Town of Hillsboro Beach shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

The Town of Hillsboro Beach reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the Town.

12. **DISQUALIFICATION OF PROPOSERS:** Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.

- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the Town until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgment of the Town might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.

13. **NONDISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT** Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 162), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

14. **PUBLIC RECORDS:** The Town is a public agency subject to Chapter 119, Florida Statutes. The Proposer shall comply with Florida's Public Records Law. Specifically, the Proposer shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform the service;

B. Provide the public with access to such public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed that provided in chapter 119, Florida Statutes, or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

D. Meet all requirements for retaining public records and transfer to the Town, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the agency.

**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:**

**TOWN CLERK, RECORDS CUSTODIAN FOR THE TOWN, AT (954) 427-4011, OR AT [SHENDERSON@TOWNOFHILLSBOROBEACH.COM](mailto:SHENDERSON@TOWNOFHILLSBOROBEACH.COM) OR AT 1210 HILLSBORO MILE, HILLSBORO BEACH, FLORIDA 33062.**

15. **POSTPONEMENT OF DATE FOR SUBMITTING PROPOSALS:** The Town reserves the right to extend the date for the receipt of proposals and will give ample notice of any such postponement to each prospective Proposer.
16. **INDEMNIFICATION:** The Proposer will indemnify and save harmless the Town, its officers, agents and employees, from or because of any injuries or damages received or sustained by any person or persons during or because of any operations connected with the design, planning, investigation or construction of this project; or, by or in consequence of any intentional act, negligence (excluding negligence of Town), concerning the same; or by use of any improper materials, design, work, construction or by or due to any act or omission of the said Proposer or its subcontractor, agents, servants or employees. The Proposer agrees to indemnify and save harmless the Town from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the Town due to any claims, fees, royalties or costs for any invention, copyright, or patent, and from any and all suits and actions that may be brought against the Town for the infringement of any and all patents and rights claimed by any person, firm or corporation.

The indemnification provided above will obligate the Proposer to defend, at its own expense, or to provide for such defense, at the Town's option, any and all claims of liability and all suits and actions of every name and description that may be brought against the Town that may result from the operations and activities under this contract whether the activities are performed by the Proposer, contractors, subcontractors or by anyone directly or indirectly employed by any of them.

17. **TAXES:** The Contractor will pay all applicable sales, consumer use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State statutes involving the sales tax and complying with all requirements.
18. **DEFINITION:** All references to Proposer will include the Contractor and all references to the Contractor will include Proposer.
19. **TERMINATION FOR CAUSE:** Any misrepresentation by the Proposer of its ability to perform the work described in this RFP places the Proposer in default and shall be just cause for termination of the contract. In such case, the Town may award the contract to the next lowest responsible Proposer who can demonstrate the ability to perform the work, for the remainder of the contract period, or may rebid as the Town may decide. In the event of such default and termination, any completed services performed by the Proposer under the agreement shall, at the option of the Town become the Town's property and the Proposer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Town. The Proposer, however, shall not be relieved of liability to the Town for damages sustained by the Town by reason of any breach of agreement by the Proposer, and the Town may withhold any payments to the Proposer for the purposes of set-off until such time as the amount of damage due to the Town from the Proposer can be determined.
20. **TERMINATION FOR CONVENIENCE:** The Town may terminate the contract, in whole or in part at any time for any reason by giving 30 days prior written notice, when it is in the best interest of the Town. If the contract is terminated by the Town, as provided herein, the Proposer will be paid for the work completed as of the date of termination. Upon receipt of the notice of termination issued under this section, the Proposer shall discontinue all work, cease any deliveries, shipment or carriage of goods, and make available to the Project Manager any and all reports, data, specifications, photos, estimates, summaries, and information as are required by the contract.
21. **SCRUTINIZED COMPANIES LIST:** In accordance with Florida Statue 287.135, as amended, principals or owners listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria or Cuba are prohibited from submitting a bid, proposal or response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized. Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria or Cuba.

22. **PROPOSAL SUBMISSION DEADLINE AND OPENING:** Sealed proposals will be received by the Town Clerk's Office, Town of Hillsboro Beach, 1210 Hillsboro Mile, Hillsboro Beach, Florida until 2:30 PM, December 2, 2021. The proposals will be opened and read aloud shortly thereafter. One (1) electronic CD copy, one (1) USB, one (1) original and two (2) copies of proposals must be presented in a sealed envelope and identified with the following information: **“Continuing Professional Consultant Services RFQ#** The Town of Hillsboro Beach reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to award only portions of the project, to award to multiple Proposers, or take any similar actions that may be deemed to be in the best interests of the Town.
23. **REFERENCES:** As part of the proposal evaluation process, the Town shall conduct an investigation of references. Proposer’s submission of a proposal constitutes acknowledgement of the process and consent to investigate. The Town is the sole judge in determining Proposers qualifications.

## **SECTION II INTRODUCTION/SCOPE OF SERVICES/SUBMITTAL**

### **I. INTRODUCTION:**

Pursuant to Section 287.055, Florida Statutes, the Town of Hillsboro Beach (the "Town") invites qualified architectural and engineering firms to submit Statements of Qualifications to provide architectural and/or engineering services to the Town in response to this Request for Qualifications (the "RFQ").

Services are to be provided on various projects and assignments on an as needed basis. These services include, but are not limited to those listed in Exhibit “A.” The Town intends to retain more than one firm, pursuant to continuing contracts, to be available to perform services which may include General Civil Engineering, Subservice Utility Engineering, Traffic Engineering, Coastal and Marine Engineering, Land Surveying, Water Treatment and Well Field Engineering, Environmental Engineering Architectural, Landscape Architectural , Structural Engineering, Electrical Engineering, Mechanical Engineering, and Planning/Zoning for one or any of the projects listed in Exhibit “A.” Services will be required for assignments and projects including the acquisition, improvement or operation of Town lands, buildings, facilities, utilities, and roads, and the administration of Town services.

The Town, on an as needed basis, will periodically issue specific projects and assignments to the retained Consultant(s). The selected firm(s) shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines.

The qualifications and selection of consultants shall be in accordance with Florida Statutes Section 287.055.

Interested consulting firms or individuals must be qualified pursuant to Florida law. The selected consultants must be currently licensed to practice in the State of Florida, as required by law.

The Town is not bound by a certain number of firms with which it may choose to contract. A firm may submit only as a prime.



## **II. SCOPE OF SERVICES:**

This RFQ is requesting any individual, company, or team, submit their qualifications for any or all disciplines listed in Exhibit "A". The Town will then review all submittals and contract with those individuals, companies or teams, to be on a pre-qualified list which will in turn be made available to the various Town departments to choose from when a project is identified such as those listed on Exhibit C and the CIP list attached.

The Town may select multiple qualified persons or firms for each category of specialized services as described in Exhibit "A." Each selected person or firm shall enter into a continuing contract with the Town.

Services are to be provided on various projects and assignments on an as needed basis. These services include, but are not limited to those listed in Exhibit "A." The Town intends to retain more than one firm, pursuant to continuing contracts, to be available to perform services which may include engineering, architecture, electrical engineering, right-of-way and traffic engineering, construction engineering, civil engineering, environmental permitting and engineering, preparation of plans and specifications, construction management, construction inspection engineering, planning, design and/or construction supervision and administration for one or any of the projects listed in Exhibit "A." Services will be required for assignments and projects including the acquisition, improvement or operation of Town lands, buildings, facilities, utilities, and roads, and the administration of Town services.

## **III. CONTINUING CONTRACT:**

After selection of Consultant(s) by the Town, an Agreement will incorporate the major terms and conditions for Consultant's performance. The Agreement shall be in the form of a continuing contract, as approved by the Town Attorney for legal form and sufficiency, and shall include, but not be limited to, the following matters:

1. The services to be provided by the Consultant pursuant to the Agreement shall be nonexclusive and nothing therein shall preclude the Town from engaging other firms to perform the same or similar services for the benefit of the Town within the Town's sole and absolute discretion.
2. The Consultant shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure a contract pursuant to this Invitation to Submit Qualifications. Also, that it has not paid or agreed to pay any person(s), company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of a contract pursuant to this RFQ.
3. The Agreement will include provisions for termination for cause by either party and for the convenience of the Town.
4. The Consultant shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services.
5. It is anticipated that the Agreement shall be a continuing contract. All work of a specified nature to be performed by Consultant shall be outlined in the Agreement.

6. The Agreement will provide for the fees for services, which Consultant shall charge the Town and shall be scope specific.
7. Consultant shall invoice the Town for each project or assignment, as negotiated. Each invoice shall identify the project or assignment, detail the contract price, payments made to date, percentage of Invoices shall itemize hours, hourly wage, or other unit agreed upon as measurement of payment during negotiations, if requested. If hourly, invoices shall identify the name and title of personnel who performed the work
8. An understanding and agreement, by and between the Consultant and the Town, that the completion time will be as specified in approved work authorizations and that all work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.
9. The Agreement will provide for the Town to designate a Project Manager for each project or assignment, who shall be responsible for the project or assignment. The Project Manager may prepare a scope of services for each new assignment, upon which the selected firms in that category may be required to submit a statement of qualifications for performance of the work of a specified nature which has been outline in the continuing contract.

#### **IV. STATEMENT OF QUALIFICATIONS CONTENT:**

Consultants interested in performing these professional services must identify which area(s) the firm(s) are interested in being considered. Consultants must display considerable relevant experience with the specified type of work (as listed on Exhibit “A”) and should emphasize both the experience and capability of particular personnel who will actually perform the work.

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

The following information and documents are required to be provided with Proposer’s Statement of Qualifications. Failure to do so may deem your Statement of Qualifications non-responsive.

#### **TAB 1: Table of Contents**

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

#### **TAB 2: Letter of Interest**

Provide a Letter of Interest indicating your firm’s commitment to the project. Letter of interest to include which area(s) the firm is interested in being considered.

#### **TAB 3: Qualifications of the Firm**

Indicate the firm’s number of years of experience in providing Engineering / Architect and or professional services. Indicate Business structure (Corp., Partnership, etc.) with proof; Firm should be established as a legal entity in the State of Florida; Company address, phone number,

E-Mail address, web site, contact person(s), etc.; Relative size of the firm, including management, technical and support staff; Licenses and any other pertinent information shall be submitted.

**Only qualification of the firm shall be provided. No subconsultant information is to be included.** Include completed Exhibit “A” form in this section. (Consultant(s) shall select the applicable services they are qualified for in Exhibit “A “)

**TAB 4: Project Team/Manager’s Experience (Form - Exhibit B)**

Proposers must list the members of the project team per discipline. Provide a list of the personnel to be used on each project and their qualifications. A brief resume including education, experience, licenses and any other pertinent information shall be included for each team member, for each project, to be assigned to each project. Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements.

Provide a summary of the experience and qualifications of the individual(s) who will be selected to serve as the project managers for the Town. Individuals MUST have a minimum of five (5) years’ experience in architectural, engineering, or landscape architectural services, and have served as project manager/construction manager on similar projects on a minimum of three previous occasions.

**TAB 5: Approach to Handling of Potential Projects**

Describe your proposed approach to the project(s) that may be assigned to your firm. As part of the project approach, the firm shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm’s current workload and how the potential project(s) will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the potential project(s).

Provide in concise narrative form, your understanding of the Town's needs, goals and objectives as they relate to the potential project(s), and your overall approach to accomplishing the project(s). Give an overview on your proposed vision, ideas and methodology.

**TAB 6: References**

Should be of projects with similar scope as indicated. Information should include:

- \* Client Name, address, phone number.
- \* Description of work.
- \* Year the project was completed.
- \* Total of fees paid to firm.
- \* Total cost of the construction, estimated and actual.

**TAB 7: Attached Forms**

The attached Proposal Certification Form Sworn Statement regarding Public Entities Crimes, Non- Collusion Form, Scrutinized Companies Certification Form, must be completed and submitted. (Forms are attached at the end of this RFQ.

## **V. SUBMISSION OF STATEMENT OF QUALIFICATIONS:**

### A. Incurred Expenses:

The Town is not responsible for any expenses which Proposers may incur preparing and submitting their qualifications called for in this RFQ.

### B. Interviews:

The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town will not be liable for any costs incurred by the Proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

### C. Request for Modification:

The Town reserves the right to request that the Proposer modify his/her Statement of Qualifications to more fully meet the needs of the Town.

### D. Submittal Acknowledgment:

By submitting a Statement of Qualifications, the Proposer certifies that he or she has fully read and understands the RFQ method and has full knowledge of the scope, nature, and quality of work to be performed.

### E. Request for additional information from Proposer:

The proposer shall furnish such additional information as the Town may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate.

### F. Statements of Qualifications Binding:

All Statements of qualifications submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

### G. Economy of Preparation:

Statements of Qualifications should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the Statement of Qualifications.

## **VI. EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW:**

- A. An Evaluation Committee (the "Committee") shall be established by the Town to review and evaluate all Statements of Qualifications in response to this RFQ. The Committee shall conduct a preliminary evaluation of all qualifications on the basis of the information provided and other evaluation criteria as set forth in this RFQ or as reasonably determined by the Committee.
- B. The Committee will first review each Statement of Qualifications for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with any mandatory requirements may disqualify a Proposer.
- C. The Town shall conduct discussions with and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project and ability to furnish the required

services. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract. In conducting discussions, there shall be no disclosure of any information derived from Statements of Qualifications by competing Proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

- D. The Town reserves the right to reject any and all Statements of Qualifications, to waive minor irregularities in the Statement of Qualifications and to make awards in the best interest of the Town.
- E. Any award made shall be subject to execution of a continuing contract in a form and substance which is approved by the Town Attorney.

**VII. EVALUATION OF STATEMENTS OF QUALIFICATIONS:**

Evaluation Committee will review all submitted qualification ed under each of disciplines identified in Exhibit A.

Firms selected will negotiate a contract for continuing services for the disciplines selected.

Award shall be made to the responsible Proposer(s) whose Statement of Qualifications is determined to be the most advantageous to the Town, taking into consideration the evaluation factors set forth below:

<b>CRITERIA</b>	<b>PERCENTAGE</b>
<b>Qualifications of firm:</b>	
To include years of experience, licenses, insurance, etc.	<b>20</b>
<b>Qualification of Project Team:</b>	
To include personnel used for the project, project manager,	<b>30</b>
<b>Approach to the Handling of Potential Projects</b>	<b>30</b>
<b>Previous Similar Projects / References</b>	<b>15</b>
<b>**Minority Business Enterprise</b>	<b>5</b>
<b>TOTAL</b>	<b>100 %</b>

\*\* - A Minority Business Enterprise is a small minority – women- and Florida veteran – business enterprises certified by the Florida Office of Supplier Diversity (FOSD). The evaluation points will be awarded to prime consultants who provide evidence of a current FOSD certification at time of response submittal.

The Town reserves the right to reject any or all Statements of Qualifications, to waive any irregularities or informalities in any Statement of Qualifications or in the RFQ procedures, to accept or reject any item or combinations of items and to make awards in the best interests of the Town. The award will be to the firm(s) whose Statement of Qualifications complies with all material requirements set forth in this RFQ and whose Statement of Qualifications, in the opinion of the Town, is the best, taking into consideration all aspects of the Proposer's response.

**VIII. TENTATIVE SCHEDULE: All dates are tentative and subject to change.**

RFQ Advertised/ released	November 1, 2021
Last day for questions/ additional information	November 18, 2021, 4:00 PM
Final Addendum Issued (If necessary)	November 24, 2021
RFQ submissions due	December 2, 2:30 PM

END

**Exhibit A**  
**Services to be Considered**  
**General Civil Engineering**

**Discipline: General Civil Engineering**

- ┆ **Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**
  
- ┆ **No, my firm would not like to be considered for services within the above referenced discipline**

---

**Please provide the following information in the chart format identified below.**  
*The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.*

<b>Services to be considered for</b>	<b>List of Previous Similar Projects (if applicable)</b>
<b>Other (please list)</b>	

**Exhibit A**  
**Services to be Considered**  
**Subservice Utility Engineering**

**Discipline: Subservice Utility Engineering**

- ┌ **Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**
- ┌ **No, my firm would not like to be considered for services within the above referenced discipline**

---

**Please provide the following information in the chart format identified below.**  
*The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.*

Services to be considered for	List of Previous Similar Projects which apply (if applicable)
<b>Other (please list)</b>	



**Exhibit A**  
**Services to be Considered**  
*Traffic Engineering*

**Discipline: Traffic Engineering**

- ┌ **Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**
- ┌ **No, my firm would not like to be considered for services within the above referenced discipline**

---

**Please provide the following information in the chart format identified below.**  
*The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.*

Services to be considered for	List of Previous Similar Projects which apply (if applicable)
<b>Other (please list)</b>	

**Exhibit A**  
**Services to be Considered**  
**Coastal and Marine**  
**Engineering**

**Discipline: Coastal and Marine Engineering**

- ┘ **Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**
  
- ┘ **No, my firm would not like to be considered for services within the above referenced discipline**

---

**Please provide the following information in the chart format identified below.**  
*The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.*

<b>Services to be considered for</b>	<b>List of Previous Similar Projects which apply (if applicable)</b>
<b>Other (please list)</b>	

**Exhibit A**  
**Services to be Considered**  
**Land Surveying**

**Discipline: Land Surveying**

- ┌ **Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**
- ┌ **No, my firm would not like to be considered for services within the above referenced discipline**

---

**Please provide the following information in the chart format identified below.**  
*The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.*

Services to be considered for	List of Previous Similar Projects which apply (if applicable)
<b>Other (please list)</b>	

**Exhibit A**  
**Services to be Considered**  
**Water Treatment and Well Field Engineering**

**Discipline: Water Treatment and Well Field Engineering**

- ┘ **Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**
- ┘ **No, my firm would not like to be considered for services within the above referenced discipline**

---

**Please provide the following information in the chart format identified below.**  
*The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.*

Services to be considered for	List of Previous Similar Projects which apply (if applicable)
<b>Other (please list)</b>	

**Exhibit A**  
**Services to be Considered**  
**Environmental Engineering**

**Discipline: Environmental Engineering**

- ┆ **Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**
- ┆ **No, my firm would not like to be considered for services within the above referenced discipline**

**Please provide the following information in the chart format identified below.**  
*The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.*

The following chart of for services the firm is seeking to be considered for. Services indicated below shall be services provided by the firm and not a sub-consultant.

Services to be considered for	List of Previous Similar Projects which apply (if applicable)
<b>Other (please list)</b>	

**Exhibit A**  
**Services to be Considered**  
**Architectural**

**Discipline: Architectural**

- ┌ **Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**
- ┌ **No, my firm would not like to be considered for services within the above referenced discipline**

---

**Please provide the following information in the chart format identified below.**

*The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.*

The following chart of for services the firm is seeking to be considered for. Services indicated below shall be services provided by the firm and not a sub-consultant.

<b>Services to be considered for</b>	<b>List of Previous Similar Projects which apply (if applicable)</b>
<b>Other (please list)</b>	

**Exhibit A**  
**Services to be Considered**  
**Landscape Architectural**

**Discipline: Landscape Architectural**

- ┌ **Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**
  
- ┌ **No, my firm would not like to be considered for services within the above referenced discipline**

---

**Please provide the following information in the chart format identified below.**

*The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.*

The following chart of for services the firm is seeking to be considered for. Services indicated below shall be services provided by the firm and not a sub-consultant.

<b>Services to be considered for</b>	<b>List of Previous Similar Projects which apply (if applicable)</b>
<b>Other (please list)</b>	

**Exhibit A**  
**Services to be Considered**  
**Structural Engineering**

- ┌ **Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**
  
- ┌ **No, my firm would not like to be considered for services within the above referenced discipline**

---

**Please provide the following information in the chart format identified below.**  
*The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.*

The following chart of for services the firm is seeking to be considered for. Services indicated below shall be services provided by the firm and not a sub-consultant.

Services to be considered for	List of Previous Similar Projects which apply (if applicable)
<b>Other (please list)</b>	



**Exhibit A**  
**Services to be Considered**  
**Electrical Engineering**

**Discipline: Electrical Engineering**

- ┆ **Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**
  
- ┆ **No, my firm would not like to be considered for services within the above referenced discipline**

---

**Please provide the following information in the chart format identified below.**  
*The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.*

The following chart of for services the firm is seeking to be considered for. Services indicated below shall be services provided by the firm and not a sub-consultant.

<b>Services to be considered for</b>	<b>List of Previous Similar Projects which apply (if applicable)</b>
<b>Other (please list)</b>	

**Exhibit A**  
**Services to be Considered**  
**Mechanical Engineering**

**Discipline: Mechanical Engineering**

- ┆ **Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**
  
- ┆ **No, my firm would not like to be considered for services within the above referenced discipline**

---

**Please provide the following information in the chart format identified below.**

*The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.*

The following chart of for services the firm is seeking to be considered for. Services indicated below shall be services provided by the firm and not a sub-consultant.

<b>Services to be considered for</b>	<b>List of Previous Similar Projects which apply (if applicable)</b>
<b>Other (please list)</b>	

**Exhibit A**  
**Services to be Considered**  
**Planning/Zoning**

**Discipline: Planning/Zoning**

- ┌ **Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**
- ┌ **No, my firm would not like to be considered for services within the above referenced discipline**

---

**Please provide the following information in the chart format identified below.**

*The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.*

The following chart of for services the firm is seeking to be considered for. Services indicated below shall be services provided by the firm and not a sub-consultant.

<b>Services to be considered for</b>	<b>List of Previous Similar Projects which apply (if applicable)</b>
<b>Other (please list)</b>	

**Exhibit A**  
**Services to be Considered**  
**Other**

**Discipline: Other Services**

- ┆ **Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**
- ┆ **No, my firm would not like to be considered for services within the above referenced discipline**

---

**Please provide the following information in the chart format identified below.**

*The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.*

The following chart of for services the firm is seeking to be considered for. Services indicated below shall be services provided by the firm and not a sub-consultant.

<b>Services to be considered for</b>	<b>List of Previous Similar Projects which apply (if applicable)</b>
<b>Other (please list)</b>	

**Exhibit B  
Project Team/Manager’s Experience**

**Project Team/Manager’s Experience**

Provide a summary of the experience and qualifications of the individual(s) who will be selected to serve as the project managers for the Town. Individuals **MUST** have a minimum of five (5) years’ experience in architectural, engineering or landscape architectural services, and have served as project manager/ construction manager on similar projects on a minimum of three previous occasions.

**PROJECT MANAGER:**

Project Manager(s) Name	Min. 5 Yrs. Exp. Y/N	Summary of Experience (not to exceed 250 words)

**Attached copy of Resume/CV**



**Exhibit C**  
**TOWN OF HILLSBORO BEACH**  
**CAPITAL IMPROVEMENT PROGRAM FY \_\_\_\_\_**  
*Project also to be included: Projects funded by the approved \_\_\_\_\_*

## Proposal Certification

The undersigned hereby declares that I have carefully examined the RFQ and any other documents accompanying is made a part of this RFQ:

I hereby propose to furnish the services specified in this RFQ. I agree that my Statement of Qualifications will remain firm for a period of 365 days in order to allow the Town adequate time to evaluate the Statement of Qualifications.

I certify that all information contained in this Statement of Qualifications is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualifications on behalf of the firm.

_____ Authorized Signature	_____ Printed Name & Title
_____ Company Name	_____ Company Address
_____ Town, State, Zip Code	_____ Date
_____ Phone Number	_____ Email Address



**NON-COLLUSION AFFIDAVIT**

By submission of this affidavit, the Proposer certifies that this price is made independently and free from collusion. Proposer shall disclose below, to the best of its knowledge, any Town of Hillsboro Beach officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Proposer's business who is in a position to influence this procurement. Any Town of Hillsboro Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment.

**NAME**

**RELATIONSHIPS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

Sworn to and subscribed before me in the state and county first mentioned above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(affix seal)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES (To be signed in the presence Of a notary public or other officer authorized to administer oaths.)

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

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer \_\_\_\_\_

Business address \_\_\_\_\_

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that “convicted” or “conviction” is defined by the statute to mean 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

**Please mark the appropriate paragraph below:**

\_\_\_\_\_ Neither the proposer, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted

person or affiliate is\_\_\_\_\_. A copy of the order of the Division of Administrative Hearings is attached to this statement

\_\_\_\_\_  
Proposer's Signature

Sworn to and subscribed before me on this\_\_\_\_\_day of\_\_\_\_\_, 20\_\_

(affix seal)

\_\_\_\_\_  
Notary Public Signature

CERTIFICATION PURSUANT TO FLORIDA  
STATUTE § 287.135

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name and Title Company Name

certify that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the Town from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the Town for goods or services may be terminated at the option of the Town if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

---

COMPANY NAME

---

SIGNATURE

---

PRINT NAME

---

TITLE

Must be executed and returned with attached proposal to be considered.

## *Sample Contract*

### TOWN OF HILLSBORO BEACH BROWARD COUNTY, FLORIDA PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the TOWN OF HILLSBORO BEACH, hereinafter called "TOWN" and \_\_\_\_\_, duly authorized to conduct business in the State of Florida, hereinafter called "CONSULTANT", provides for the Professional Services described under Item 2 of this Agreement.

#### 1. SERVICES AND PERFORMANCE

In connection with the TOWN 's Public Announcement for Continuing Professional Services for Miscellaneous Projects, the TOWN does hereby retain the CONSULTANT to provide architectural, design, planning and or construction services for development of the projects/services described and listed under Paragraph 2 of this Agreement.

#### 2. GENERAL DESCRIPTION OF PROJECTS OR SERVICES:

Provide professional services for the projects and service areas listed below and as outlined in Attachment "A" which restates the Scope of Services requested in the Request for Qualifications RFQ# xxxxxxxx

Specific project assignments will be made by the TOWN through Work Authorization(s) with specifically designed Scope of Services, for which will be negotiated an amount and methods of compensation for each project falling under the areas listed. Each Work Authorization will be brought before the Town Commission for review and approval, prior to project initiation.

Certain projects within each area of service identified may not currently be funded. As a result, Projects and Services assigned to be completed will be accomplished through separate Work Authorization(s). Also, the CONSULTANT is encouraged to prepare and submit grant applications for unfunded projects and, upon obtaining such grants and agreeing to compensation with the TOWN , such projects shall be included in the contract, unless the arrangement is prohibited by the funding agency.

#### 3. SCOPE OF SERVICES REQUIRED:

The Scope of Services provided by the CONSULTANT shall be as identified in each of the Work Authorizations and as generally described in Attachment "A" to this Agreement and as reflected in the Informational Package prepared by the TOWN to solicit proposals from Professional Architectural and Engineering Firms in \_\_\_\_\_ of 20\_\_\_\_.

#### 4. AGREEMENT, DURATION AND SCHEDULE:

This Agreement shall be governed by and construed according to the laws of the State of Florida. Unless otherwise provided herein, the provisions of this Agreement shall remain in full force and effect for a period of 24 months from the date of execution of this Agreement with an option to renew for a period of 24 additional months. Job classification hourly rates (Attachment "B") will remain constant for the first 24 months of the Agreement. Prior to commencement of the third (3<sup>rd</sup>) year of the Agreement, the TOWN and CONSULTANT must successfully negotiate a job classification hourly rate for the remaining 24 month duration of the Agreement in order for the Agreement to remain in effect. However, services are not authorized to commence on any of the listed projects before receipt by the CONSULTANT of a written Notice To Proceed (NTP) from the TOWN . Each project requires an individual NTP and, in addition, the TOWN reserves the right to add to, delete from or substitute in the contract one or more of the projects listed in the All

Master Plans, Utilization Studies , Capital Improvement Plan. The Agreement may be renewed for an additional 2 years by written agreement between both parties.

## 5. AUTHORIZATION OF WORK:

5.a All work to be performed by the CONSULTANT under this agreement shall be authorized verbally or in writing by the TOWN as required through the TOWN 's representative appointed in accordance with Article 17 below. The TOWN can give verbal authorization up to a \$5,000 limit for special or urgent work assignments and authorize up to a \$25,000 limit without Town Commission approval for all non-capital improvement services.

5.b Work Authorizations shall contain a description of the work to be undertaken, a budget amount of the fee to be paid and a schedule. Budget amounts shall not be exceeded unless prior written approval and an increase in funds available are provided by the TOWN through an amendment. In the event the TOWN does not approve a revised budget and additional funding, and the need for such action is not shown to be the fault of the CONSULTANT then the authorization shall be terminated and the CONSULTANT shall be paid in full for all work performed to that point.

5.c The form and format of the budget described in Article 5.b, above shall be in sufficient detail so as to clearly identify the various elements of cost and shall be subject to approval of the TOWN .

5.d Work Authorizations may contain additional provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instruction or provision shall not be construed as a modification to this Agreement.

5.e Work Authorizations shall be dated, titled and sequentially numbered per the TOWN 's requirements. Work Authorizations shall be in the format prescribed by the TOWN .

5.f SUB-CONSULTANTS: The CONSULTANT shall receive the prior written approval of the TOWN for any sub-consultant selected by the CONSULTANT to perform any of the services pursuant to this Agreement.

5.g The TOWN reserves the right to add or delete individual projects from the list of projects assigned to any CONSULTANT when in the best interest of the TOWN . The TOWN shall also retain the right to determine the beginning date for any project assigned to CONSULTANT and notify CONSULTANT by the issuance of a Notice To Proceed setting forth the selected start date.

## 6. COMPENSATION:

6.a Unless otherwise agreed to by the TOWN , the Method of Compensation for all Work Authorizations shall be on a Lump Sum – Percent Complete; Lump Sum - Dollar Per Task; or Hourly Not-to-Exceed Amount basis.

6.b The hourly rates stated in the fee schedule are deemed as the cost of salaries and fringe benefit costs related to vacation, holiday and sick leave pay, contributions for Social Security, Workers' Compensation insurance, retirement benefits, unemployment and payroll taxes and other allowed benefits of those employees directly engaged in the performance of the requested services.

6.c Reimbursable costs may include fees for Professional Associates whose expertise is required to complete the project and out-of-pocket expenses. Typical out-of-pocket expenses include, but are not limited to, travel expenses, mileage at the prevailing IRS allowed rate, long distance telephone calls, courier service, printing and reproduction costs, and other such job-related expenses. (Any mileage reimbursement requests will be paid at the IRS rate, which was in effect at the time mileage was incurred.)

## 7. NEGOTIATION OF FEES:

Prior to issuing a Notice To Proceed (NTP) for any project, the TOWN will negotiate fees with the CONSULTANT for each project if funding is in place. The fees will be based on the Schedule of Hourly Rates, Attachment "B", of this Agreement, and the estimated number of hours for each job classification required to complete the scope of work specified for each Authorization. In the event agreement cannot be reached on the cost of a Work Authorization, the TOWN reserves the right to delete the project from the CONSULTANT's list of projects and assign the project to another consultant on continuing contract retained through the proposal solicitation process, or solicit new consultant for the specific project, as indicated in the Scope of Services, Section G "Beginning and Length of Service"

#### 8. OWNERSHIP OF DOCUMENTS:

All work performed by the CONSULTANT pursuant to this Agreement, including all reports, studies, computations and plans, shall become the property of the TOWN without restriction or limitation on their use regardless of whether the project for which they are made is completed. However, reuse by the TOWN of documents in their entirety, as prepared under this Agreement without written approval of the CONSULTANT, shall be at the TOWN's sole risk without liability or legal exposure to the CONSULTANT, and as subject to the Florida Public Records Law. The CONSULTANT shall be free to utilize said property but shall not copyright any of the material developed under this Agreement.

#### 9. CONFLICT OF INTEREST:

9.a CONSULTANT agrees not to accept employment during the time this Agreement (Contract) is in effect from any builder, land developer, utility company or others performing construction development or maintenance work activities within the corporate limits of the Town of Hillsboro Beach which is determined by the TOWN as a conflict of interest with the CONSULTANT's work for the TOWN .

9.b If the Town determines that such a conflict exists the Town shall have the right to terminate the Agreement after providing written notice to the CONSULTANT of the conflict, pursuant to Section 30 of this Agreement, and after failing to resolve the conflict within 30 days after said notice is received by CONSULTANT, the TOWN reserves the right to unilaterally terminate the Agreement.

#### 10. SPECIAL FUNDING PROVISIONS:

CONSULTANT must address any special requirements of Federal or State funding sources. For example, federally funded construction projects require compliance with NEPA and the Fair Labor Standards Act.

#### 11. PAYMENT FOR SERVICES:

11.a The CONSULTANT shall submit to the TOWN invoice(s) in detail sufficient to review all fees and expenses as necessitated by the Method of Compensation agreed to in the Work Authorization and accompanied by such deliverables as may be identified in the Work Authorization for each project.

11.b A percentage of the value of each Work Authorization or invoice will be held as retainage to ensure work has been completed to the satisfaction of the Town. The percentage of Work Authorization and method of retainage will be based on the type of services to be provided and method of compensation to be used and negotiated for each project Work Authorization.

11.c Upon TOWN approval of invoices, TOWN agrees to compensate the CONSULTANT for all services authorized and performed in accordance with the approved Work Authorization and up to the amount agreed to for the Work Authorization.



## 12. INDEMNIFICATION:

12.a The CONSULTANT shall, at all times hereafter, indemnify and hold harmless the TOWN , its elected and appointed officials: its agents, servants, and employees, from and against any claim, demand or cause of action of any kind or nature (including reasonable attorney fees) to the extent arising out of the negligent acts, error or omission of CONSULTANT, its agents, servants, or employees in the performance of services under this Agreement.

12.b Consultant shall indemnify TOWN for loss, damage, expense or liability including court costs, attorney's fees and expenses that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement to the extent arising out of the negligence, recklessness or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in performance of the contract.

12.c The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00) receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed a part of the specifications with respect to these services to be provided by the CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this agreement and continue in full force and effect as to the party's responsibility to indemnify.

## 13. INSURANCE:

The CONSULTANT shall provide and maintain in force at all times during the Agreement with the TOWN , such insurance, including Workman's Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automotive Liability Insurance and Professional Liability Insurance as will assure to the TOWN protection contained in the foregoing indemnification undertaken by the CONSULTANT. Insurance companies selected must be acceptable to the TOWN .

13.a Worker's Compensation Statutory Limits with \$100,000 Employer's Liability.

13.b Commercial General Liability Insurance with limits of no less than \$1,000,000.00. Bodily Injury shall include operations and premises liability, products and complete operations, owners and contractors' protective liability and personal injury liability.

13.c Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use with limits of not less than \$500,000.00.

13.d Professional Liability Insurance limits of liability provided by such policy shall be no less than One Million Dollars (\$1,000,000.00) to assure the TOWN the Indemnification specified in Article II.

13.e ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE TOWN OF HILLSBORO BEACH IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONSULTANT UNDER THE CONTRACT.

13.f All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) days written notice have been given to TOWN by certified mail.

#### 14. OPINIONS OF COST

Since the CONSULTANT does not have full control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, CONSULTANT estimates of probable Project and Construction Costs provided to the TOWN are understood as estimates made on the basis of experience and qualifications as an experienced and qualified professional engineer, familiar with the construction industry. It is further understood that the CONSULTANT cannot guarantee that proposals, bids, and or actual Project or Construction Cost will not vary from estimates prepared by CONSULTANT. For these reasons the TOWN reserves the right to employ, or authorize the CONSULTANT to employ, an independent cost estimator, prior to initiation of a bidding process, should the TOWN wish to do so.

#### 15. SUB-CONSULTANTS

Any Sub-Consultants the CONSULTANT wishes to use to complete the Scope of Services for any approved Work Authorization must first be approved, in writing, by the TOWN . The Sub-Consultants thus far identified to complete the services associated with this contract are:

#### 16. ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of TOWN . For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment, which requires TOWN approval. However, this Agreement shall run to the TOWN and its successors and assigns.

#### 17. COMPLIANCE WITH LAWS:

CONSULTANT shall comply with all statutes, laws, ordinances, rules and regulations and lawful orders of the United States of America, State of Florida, Town of Hillsboro Beach, and any public authority, which may be applicable to this Agreement.

#### 18. INDEPENDENT CONTRACTOR:

18.a This Agreement does not create an agent relationship, or an employee/employer relationship between the parties. It is the intent that the CONSULTANT is an independent contractor under this Agreement and not the TOWN 's employee or agent for all purposes, including but not limited to, the application of the Fair Labors Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder. The CONSULTANT agrees that it is a separate independent enterprise from the metropolitan, that it has full opportunity to find other business, that it has to make its own investments in its business, and that it will utilize a high level of skill necessary to perform the work.

18.b This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the TOWN ; and the TOWN will not be liable for any obligations incurred by the CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

18.c (Withholding of Salaries) If, in the performance of this Agreement, there is any underpayment of salaries by the CONSULTANT or any sub-consultant thereunder, the TOWN shall withhold from the CONSULTANT out of payments due an amount sufficient to pay to employees underpaid, the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall

be disbursed by the TOWN for and on account of the CONSULTANT or SUB-CONSULTANT to the respective employees to whom they are due.

#### 19. SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:

19.a In the event the work and services described in Attachment A and required of the CONSULTANT under this Agreement is suspended, terminated, cancelled or abandoned or for any reason or when it is determined to be in its best interest, the TOWN will provide the CONSULTANT fifteen (15) days prior written notice of such action and the CONSULTANT will be compensated for the professional services provided and all work performed up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement, including reimbursable expenses.

19.b The CONSULTANT may terminate this Agreement for cause by giving the TOWN thirty (30) days written notice of the cause and thirty(30) days in which to cure the cause or breach. However, in the event the CONSULTANT is under contract for a current Work Authorization the CONSULTANT shall be required to finish, complete or remedy to the satisfaction of the Town all work it is responsible for said Work Authorization(s). The CONSULTANT will then be compensated for all work performed up to the date of termination and or the closing out of their responsibilities under each Work Authorization in effect.

19.c Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the Agreement by the CONSULTANT and the TOWN may withhold any payments to the CONSULTANT for the purpose of setoff until such time as the exact amount of damages due the TOWN from the CONSULTANT is determined.

#### 20. RESPONSIBILITIES OF THE

TOWN : The TOWN hereby agrees:

20.a To promptly pay the fees to the CONSULTANT in the amounts and at the times specified herein. The TOWN will review all invoices(s) and notify the CONSULTANT of any issues thereof within 15 days of receipt. Upon approval of, the Town will process and render payment for each invoice within 30 days of approval.

20.b To appoint representatives, a Point of Contact (POC), with respect to the work to be performed under this Agreement. These representatives shall have authority to transmit instructions, receive information, interpret and define the TOWN 's policy and decisions pertinent to the scope of work for each specific Work Authorization covered by this Agreement that they are assigned to.

#### 21. AUDIT RIGHTS:

The TOWN reserves the right to audit the time and direct expense records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of one year after the final payment is due. The records shall include appropriate documentation for all charges related to other direct costs invoiced to the TOWN under each work authorization.

#### 22. ENTIRETY OF AGREEMENT:

This document embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.

#### 23. CHANGES:

The TOWN may from time to time, request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the Agreement compensation, which are mutually agreed upon by and between the TOWN and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

#### 24. GOVERNING LAW:

The validity, construction and effect of this Agreement shall be governed by the laws of Broward County and the State of Florida.

#### 25. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT:

During the performance of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, 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. The CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of this non-discrimination clause.

#### 26. HAZARDOUS WASTE, MATERIALS OR SUBSTANCES:

Unless otherwise identified in the Stormwater Master Plan, Capital Improvement Plan or Community Development Program and specifically required under an individual project, the CONSULTANT shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on any projects.

#### 27. DISPUTE RESOLUTION:

27.a If a dispute arises out of or related to this Agreement or the breach thereof, the parties will attempt to settle the matter between them. If no agreement can be reached, the parties agree to use mediation with a mutually agreed mediator before resorting to a judicial forum. The parties will share the cost of a third party mediator equally. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts and subcontracts executed by them concerning or related to this Agreement.

27.b Claims and disputes pertaining to salary rates or to classifications of architects, draftsman, engineers, CAD technicians, and technicians performing work under this Agreement shall be promptly reported in writing by the CONSULTANT to the TOWN for the latter's decision which shall be final with respect thereto.

#### 28. NON-EXCLUSIVITY:

No minimum amount of professional services or compensation will be assured to the firm so retained and TOWN shall preserve its option to retain other engineering firms or to perform work in-house for any particular project or assignment at its sole discretion.

29. TRUTH IN NEGOTIATION CERTIFICATE:

Signature of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the TOWN determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of each authorized service.

30. NOTICES:

Whenever either party desires to give notice unto the other, it must be given by written notification, unless otherwise noted in the Agreement, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, or by facsimile transfer with confirmation thereof. The place of giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to wit:

For TOWN : William “Mac” Serda, Town Manager; Town of Hillsboro Beach, 1210 Hillsboro Mile, Hillsboro Beach, Florida

For CONSULTANT: \_\_\_\_\_

31. MISCELLANEOUS:

31.a Binding Authority: Each person signing this Agreement on behalf of whether party individually warrant that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

31.b Severability: If any such portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed and enforced as if such provisions had not been included.

31.c Entire Agreement: This Agreement, including all exhibits and work authorizations which are referred to herein, is the entire understanding of the parties hereto with respect to this Agreement and subsequent work authorizations. Said Agreement may not be modified, amended, or terminated by either party except by written instrument executed by both parties or their lawful representatives, successors or assigns. No oral representations made by the CONSULTANT or its employees or agents shall be binding on the CONSULTANT unless such representations are reduced to writing.

31.d Exhibits/Attachments: Each Exhibit and or Attachment referred to in this Agreement forms an essential part of this Agreement. The exhibits/attachments if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the presents to be executed, the day and year first above written.

\_\_\_\_\_  
Name of Firm

TOWN OF HILLSBORO BEACH

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Town Manager)

\_\_\_\_\_  
(Print/Type Name)

\_\_\_\_\_  
(Print/type Name)

Title: \_\_\_\_\_  
(President or Vice President)

By: \_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Print/Type Name)

## **Contract Attachment A**

### **SCOPE OF SERVICES**

#### TABLE OF CONTENTS

- A. OBJECTIVES
- B. SERVICES
- C. STAFFING PLAN
- D. SUB-CONTRACTING
- E. QUALITY CONTROL
- F. TOWN RESPONSIBILITIES
- G. BEGINNING AND LENGTH OF SERVICES

Sample Contract and Contract attachments / exhibits

## SCOPE OF SERVICES

### A. OBJECTIVES

The purpose of this document is to describe the scope of work and responsibilities required of CONSULTANT by the Town of Hillsboro Beach in connection with its Capital Improvement Plan. Services are to be provided on various projects and assignments on an as needed basis. These services may include engineering, architecture, electrical engineering, right-of-way and traffic engineering, construction engineering, civil engineering, environmental permitting and engineering, preparation of plans and specifications, construction management, planning, design and/or construction supervision and administration for one or any of the projects listed. Services will be required for assignments and projects including the acquisition, improvement or operation of Town lands, buildings, facilities, utilities, and roads, and the administration of Town services.

The Town will conduct technical reviews of all work associated with the development and preparation of the bidding/contract documents and will furnish project specific information as provided herein.

The Town desires to enter into continuing contracts for professional services with CONSULTANT for performance of any or all of the following:

1. Preparation of plans and contract documents for roadway, landscape, hardscape, water, sewer and drainage systems, park facilities, and above ground improvements based on the requirements of the various permitting agencies and the recommendations of the Town's Capital Improvement Program, Stormwater Master Plan, Water Distribution Hydraulic Analysis, Facilities Master Plan, Parks Master Plan & Need Analysis and reports resulting from studies, inspections and investigations conducted by or on behalf of the Town.
2. Preparation and submittal of permit application packages for the various permits required in connection with the new or modified drainage systems and for drainage connections in compliance with the Florida Administrative Code Chapter 14-86.
3. Environmental services to include studies and preparation of environmental and biological impact analysis and remediation strategies as well as permit applications.
4. Coordination with utility agencies/companies regarding locating and any adjustments or relocations of their utilities.
5. Provide expertise with respect to water and sewer utilities to prepare reports studies and analyses as required.
6. Architectural services for the design and permitting of new structures and retrofitting existing facilities to optimize their efficiency while incorporating green building techniques whenever possible.

### B. SERVICES

The CONSULTANT shall be responsible for the design of assigned capital improvement projects including drainage and storm water management systems, related roadway, utility, environmental, architectural, and permit related services. All projects shall comply with the Town's design criteria and the standards and guidelines of other agencies having jurisdiction or that have been adopted by the Town of Hillsboro Beach, the requirements, as applicable, of South Florida Water Management District (SFWMD), local Drainage Districts, the Florida Administrative Code Chapter 14-86, Florida Building Code and other applicable regulatory codes and agencies. Firms may also be required to provide general planning services.



Within the context of such guidelines and requirements, it shall be the responsibility of the CONSULTANT to utilize the best engineering judgment, practices and principles in developing the design. Drainage work includes the design of any or all of the following: cross drains, french drains, roadway ditches, outfall ditches, storm sewers, retention/detention facilities, mitigation plans, roadway intersection drainage and other miscellaneous storm water management systems. Full coordination with the Town and all permitting agencies will be required from the outset to complete design work. All meetings with and decisions of permitting and utility agencies shall be documented and submitted to the Town. CONSULTANT shall provide the following engineering services, or elements thereof, as applicable or appropriate, for the projects assigned:

1. **Project Design Services:** Based on established criteria, the CONSULTANT shall provide and/or perform all services and activities necessary to complete design and prepare construction documents for the assigned projects as described, delineated and scheduled in the project documents furnished by the Town. Such services shall include, as applicable, all survey services, site topographic and geotechnical investigations, review of roadways and other existing improvements impacted by the proposed work, review and evaluation of the existing system(s) and system components, preparation of permit applications, complete with all sketches and other applicable attachments, for acquisition of permits from all agencies having jurisdiction, preparation of project design and drainage calculations, preparation of construction plans, specifications and quantity estimates, along with progress schedules and sequence of construction, preparation of bidding and contract documents, and preparation of design/construction phase submittals for approval of permitting agencies and Town. The services required of and provided by the CONSULTANT shall extend through the bidding process, including, as necessary, preparation of Addenda, responding to Request For Information (RFI) from bidders and other such duties, until award of bids by the Town. Post-award services, such as pre-construction meeting, schedules and shop drawing reviews, inspections and other construction phase services, are not included but may be negotiated and agreed separately upon award of the construction contract.
2. **Utilities Engineering Expertise:** The CONSULTANT may be required to provide expertise with respect to water and sewer utilities and prepare studies, analyses and reports as required.
3. **Public Relations Services:** The CONSULTANT will provide assistance in the Town's development and redevelopment initiatives, both citywide and within the community redevelopment area. Success in these efforts requires establishing and maintaining effective working relationships with diverse external and internal stakeholders, as well as strong presentation, communications and public relations skills.

#### C. STAFFING PLAN

A list of key personnel to be assigned to the projects, identified by qualifications and experience, shall be included in the contract and subsequent work authorizations thereof. The list, including proposed Sub-Consultants shall name and identify role and billing rate of each professional assigned to the project. Such professionals may include any or all of the following:

1. Project Manager.
2. Florida Registered Professional Civil Engineer specializing and experienced in design of drainage and utility projects similar to those contemplated in the Town's Capital Improvement Plan.
3. Florida Registered Architect
4. Florida Registered Landscape Architect
5. Planners (AICP preferred)
6. Florida Registered Surveyor

7. Florida Registered Structural Engineer
8. Environmental specialist/biologist with field experience in Florida.
9. Permit acquisition staff experienced in working with the agencies having jurisdiction in the area and over the work of the proposed projects.

#### D. SUB-CONTRACTING

Should the CONSULTANT need to utilize the services of a specialist for specialty work, the CONSULTANT will be authorized by the Town to subcontract these services. Firms selected for subcontracts shall be qualified and licensed, as applicable, to perform such work and must be approved by the Town prior to being authorized by the design Firm to proceed with the work. The CONSULTANT shall remain fully responsible for the satisfactory performance of all work of the contract, whether performed by the CONSULTANT's own employees or subcontracted.

#### E. QUALITY CONTROL

1. Quality Reviews: The CONSULTANT shall conduct quality reviews to ensure compliance of the CONSULTANT's own organization and performance with the requirements cited in this scope of services. Quality reviews shall be conducted to evaluate the adequacy of materials, documentation, processes, procedures, training, guidance, and staffing required under the contract. Quality reviews shall also be developed and performed to assure compliance with specific quality control provisions contained in the contract.
2. Quality Control Plan: The CONSULTANT shall include a quality control plan in the technical proposal furnished to the Town. The plan shall detail the procedures, evaluation criteria, and instruction to the Firm's staff to assure conformance with the contract. The CONSULTANT's QA/QC program shall be fully implemented and documentation of such implementation shall be maintained throughout the design process and submitted to the Town.
3. Organization: A description is required of the CONSULTANT's quality control organization and its functional relationship to the part of the organization performing the work under the contract. The authority, autonomy, and responsibilities of the quality control organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
4. Documents/Submittals: The format for submittals shall be AutoCAD 2000 or later for drawings, Microsoft Word for written documents. Drawings created for submittal purposes may be full size or 11" x 17" (FDOT standard) sheets but the 11" x 17" sheets, if used, shall not be reductions of larger sheets and lettering size shall be not less than 1/16". Specifications, reports and other written documents shall be typed in not less than 11-point font size on standard letter size (8½" x 11") paper, shall be printed single or double sided and submitted in bound volumes. Charts and exhibits may be larger, but must be folded to the standard size. All submittal documents shall be identified with the appropriate Project Name and Number as contained in the contract. The number of paper copies submitted for review to various agencies having jurisdiction shall be the number requested by them. One (1) electronic file (CD or DVD) of documents, plans, surveys etc. shall be submitted to the Town along with the required number of paper copies.

#### F. TOWN RESPONSIBILITY

The Town will provide access to the following items, as appropriate and when available, for performance of the required services:

1. Capital Improvement Plan (including unfunded projects)

2. Water Distribution System Hydraulic Analysis
3. Master Storm Water Management Plan
4. Plans and calculations for existing drainage systems and structures.
5. Drainage design conditions and permit files on such past projects.
6. Relevant documents and reports on any bridge structures impacted by the proposed work.
7. Instructions as to restrictions on interference with existing improvements (roads, bridges, existing drainage systems, traffic, etc.)
8. List of projects assigned to each design Firm, identifying those not funded and indicating their priority with respect to grant applications.

**G. BEGINNING AND LENGTH OF SERVICES**

Services to be provided by the design Firms under their contracts with the Town shall be initiated and completed as directed and scheduled by the Town. It is the Town's intention to assign projects for design completion with individual projects commencing not before the date set by the Town in its Notice To Proceed (NTP), as issued for each project to the assigned Firm. In the event a project or projects extends beyond the contract time, the duration of services may be extended by mutual agreement of the Town and the Firm. The Town will issue an NTP specifying the work to be done and the fees to be paid for each project assigned under this agreement. The Firm shall commence no work until receipt of NTP.

The Town reserves the right to add or delete individual projects from the list of projects assigned to any Firm when it is in the best interest of the Town.

It is the intent of the Town that the CONSULTANT shall enter into an Agreement for professional services which shall remain in full force for a period of 48 months from the date of execution of the Agreement. However services will not be authorized to commence on any project until the consultant receives a written Notice to Proceed from the Town. The agreement may be renewed for an additional 2 years by written agreement between both parties, and includes the provision of an option to renew the agreement for a further 2 years.

**CONTRACT  
ATTACHMENT B**

SCHEDULE OF HOURLY RATES as of xxxxxxxxxx

Schedule of Hourly Rates, to be attached **after contract and rates are negotiated** with the successful proposer(s)

**Schedule of Hourly Rates\***

<b>Staff Title</b>	<b>Hourly Rate</b>
<b>Principal</b>	
<b>Senior Project Manager/Architect/Engineer/Landscape Architect</b>	
<b>Project Manager</b>	
<b>Jr. Project Manager</b>	
<b>Architect/Engineer/Landscape Architect</b>	
<b>Senior Inspector</b>	
<b>Inspector</b>	
<b>Surveyor</b>	
<b>CAD Technician</b>	
<b>Administrative/Clerical</b>	

*\*Rates for other categories will be negotiated as requested by the Town of Hillsboro Beach on an as needed basis. Subconsultant fees, as needed and approved by the Town, will be billed at direct cost.*

**CONTRACT ATTACHEMENT C - WORK AUTHORIZATION FOR PROFESSIONAL SERVICES**

<b>CONSULTANT:</b>		
<b>PROJECT MANAGER:</b>		
<b>Address:</b>		
<b>Contract No.</b> <b>Agreement Description:</b> Continuing Professional Services Contract <b>Effective Date:</b>	<b>Work Authorization No:</b> <b>Resolution #:</b> _____ <b>(Required for expenditure \$25,000 or above)</b> <b>Effective Date:</b> _____	
<b>P.O. # For Work Authorization:</b>		
<b>Brief Task Description:</b>		
In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in attached Exhibit A (Scope of Services). All required services will be completed on or before: <u>See Exhibit "C"</u>		
The total amount or the limiting amount of the compensation will be: \$ _____ unless additional services are authorized by the TOWN in writing. Hourly not to exceed (NTE) items will be paid against detailed invoices describing the work performed, by whom, work dates and number of hours worked on project. Lump Sum (LS) items will be paid based upon the percent of work that is actually complete.		
<b>Compensation elements are as follows:</b>		
<b>Task</b>	<b>Method of Compensation</b>	<b>Amount (\$)</b>
<b>Total</b>		
<b>Other Notes:</b>		
This Work Authorization is subject to the same terms and conditions of the <u>Continuing Professional Services Contract</u> approved by the Town Commission on _____. Please acknowledge receipt of, and agreement with, this Work Authorization by signing and dating and returning two (2) original signed copies to the Town Manager. The TOWN will send you one fully executed copy.		
<b>Town of Hillsboro Beach Approval:</b>		
William "Mac" Serda, Town Manager:		
	_____	_____
	(Signature)	(Date)

**CONSULTANT Acceptance:**

\_\_\_\_\_  
(Insert –Title & Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Contract Exhibit A**  
***(to the work authorization)***  
**Scope of Services**

Project Description

Work Authorization Description

Task(s) Description(s)

**Contract Exhibit B**  
**(to the work authorization)**  
**Work Authorization Terms**

All terms and conditions shall be in conformance with the Agreement between the Town of Hillsboro Beach and [REDACTED], dated [REDACTED].

**1. AUTHORIZATION TO PROCEED**

Signing this Agreement shall be construed as authorization by the Town of Hillsboro Beach (Town) for [REDACTED] (CONSULTANT) to proceed with the Services, unless otherwise provided for in this Agreement. The terms and conditions of the contract between the Town, and CONSULTANT govern this Work Authorization.

**2. LUMP SUM**

Lump sum compensation is calculated by reference to hourly schedule included in the executed contract and estimated hours provided to the Town during negotiation. Actual hourly charges by classification against the lump sum may vary from the original estimated hours based on workload demands and other factors; however, the lump sum amount of the contract will not change unless the project scope changes.

**3. DIRECT EXPENSES**

Direct Expenses (Reimbursable) shall be those costs incurred on or directly for the Town's Project, including but not limited to necessary transportation costs including mileage at current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by CONSULTANT.

**4. SCOPE CHANGES**

In the event that CONSULTANT believes that work outside of the scope of this contract has been requested or must be undertaken, CONSULTANT will notify the Town Project Manager in writing prior to performing the additional work. The Town and CONSULTANT will meet to address the Additional Services Request within one week of notification. If it is agreed that additional services are warranted, the Town and CONSULTANT shall attempt to have the request placed on the next available Town Commission agenda. CONSULTANT shall begin work after Commission approval; however, if time constraints dictate quicker action, CONSULTANT will undertake the additional work after coming to agreement with the Town during the initial meeting with regards to the specific additional services.

**5. COST ESTIMATES**

Any cost estimates provided by CONSULTANT will be on a basis of experience and judgment. Since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

**6. PROFESSIONAL STANDARDS**

CONSULTANT shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in South Florida, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. CONSULTANT makes no warranty, expressed or implied.

**7. COMPENSATION SCHEDULE**

CONSULTANT will invoice the Town on a monthly basis for services rendered the previous month. After receipt the Town shall notify CONSULTANT within ten (10) days of any discrepancies or disputed items. If the invoice is acceptable, the Town agrees to pay CONSULTANT within thirty (30) days of date of invoice.

**8. LIMITATION OF LIABILITY**

CONSULTANT's liability to the Town shall be based on the terms of the Contract

**9. TERMINATION**

Either Town or CONSULTANT may terminate this Agreement by giving 30 days' written notice to the other party. In such an event the Town shall forthwith pay CONSULTANT in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be



terminated upon completion of all applicable requirements of the Contract Agreement. All requirements of Section 19 of the contract shall apply to this contract.

#### 10. ASSIGNMENT TO RELATED ENTITY

Requirements of Section 16, of the agreement apply to this section.

#### 11. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby

#### 12. INFORMATION PROVIDED BY CLIENT

Permit application fees.

#### 13. SCOPE OF SERVICES

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth. The terms hereof shall be construed in favor of the firm and all inferences and implications shall be deemed to be for the benefit of the firm.

In reviewing this proposal for professional services, it should be understood that the proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize, and we ask that the Client recognize that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed. Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Hourly Fee Schedule" section of this proposal or we can provide you with a separate proposal should the scope so indicate.

#### 14. FEES

The Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the work on any item to which a lump sum fee shall apply is not commenced within said period, the firm reserves the right to terminate this Agreement as it relates to said item. If the work is initiated but not concluded within said period, regardless of the reason therefore, the balance of the fee due shall be increased at the rate of one percent (1%) per month for each month the work continues until the work is complete. No prior notice of such adjustment shall be required.

#### 15. PERMITS AND APPROVALS

The permits and agency approvals mentioned above are those known to us to be required for projects of this kind, and we will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. The Client is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, we will notify you and respond promptly to the requirement.

#### 16. CONSTRUCTION REQUIREMENTS

At the time that the firm is authorized by you to perform professional engineering services involving design plans and permit requiring approval by governmental agencies, the firm will be required to provide certificates of compliance to those agencies with regard to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for the firm to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be the Town's responsibility to notify CONSULTANT of the commencement of any work so that the firm may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, the firm must also prepare and review the as-built drawings during and at the end of the construction period. All of the services described in this paragraph constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

The firm shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project or the maintenance thereof. The firm is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, the firm will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the firm by virtue of the undertakings or of its performance of the service hereunder. Absent bad faith in the performance of the work hereunder, the firm shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project. No person other than you shall have the right to rely on the expertise of the firm or the performance of the matters set forth herein. The firm reserves the right to record a memorandum hereof in the public records of the County.

The above stated services are the minimum level of services that the firm is obligated to perform. The firm currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

#### 17. PERMIT FEES; APPLICATION FEES; OUTSIDE CONSULTANT FEES

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by the Client. Should our firm find it absolutely necessary to advance fees for the Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

#### 18. CLIENT'S RESPONSIBILITIES

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.

**Contract Exhibit C**  
*(to the work authorization)*  
**Preliminary Project Schedule**

**DELIVERY SCHEDULE**

The Project as delineated in this scope of services is estimated to be completed within                      after Notice to Proceed. The following is the expected work schedule for the Project:

<b>Deliverable</b>	<b>Schedule</b>

**Exhibit D**  
*(to the work authorization)*  
**Staff Time Estimate**