

TOWN OF SOUTHWEST RANCHES, FLORIDA
STORM WATER MASTER PLAN
RFQu No. 22-010

Southwest Ranches Council
Mayor Steve Breitzkreuz
Vice Mayor Gary Jablonski
Jim Allbritton
Bob Hartmann
David S. Kuczenski



Town Administrator
Andrew Berns

REQUEST FOR QUALIFICATIONS

RFQu No. 22-001

Town of Southwest Ranches
Is seeking submittals for:

A STORMWATER MASTER PLAN

Date issued/available for distribution: Thursday, April 21, 2022.

Proposer shall submit one (1) unbound original and five (5) bound copies as well as one (1) in digital format (USB in .pdf file format) of the complete Proposal. The complete submittal must be received by the Office of the Senior Procurement and Budget Officer no later than **Thursday, May 26, 2022, at 11:00 a.m. EST.** See Section 1.7 for submission instructions.

Non-Mandatory Pre-Proposal Conference: Tuesday, May 3, 2022, at 11:00 a.m. EST. See Section 1.3, of this RFQu for information on the Pre-Proposal Conference.

CAUTION

Amendments to this Request for qualifications will be posted on the Southwest Ranches website Procurement page which can be accessed at <http://southwestranches.org/procurement>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is the Proposer's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for receipt of proposals.

Southwest Ranches shall not be responsible for the completeness of any RFQu document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE
REQUESTED IN AN ALTERNATIVE FORMAT.

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NOTICE TO PROPOSERS

Sealed Statements of qualifications for consideration to provide the services detailed in the Scope of Services will be received by the Town of Southwest Ranches, Florida (“Town”), until 11:00 a.m. EST, and opened on **Thursday, May 26, 2022**, at 11:00 a.m. EST for all material, labor, equipment and supplies necessary for the:

Proposals must be clearly marked on the outside of the package(s) referencing:

**ATTENTION: VENESSA REDMAN,
SR. PROCUREMENT & BUDGET OFFICER
RFQu 22-001 STORMWATER MASTER PLAN**

To better manage document disbursement for the proposal process, the Town will make proposal documents available on the Southwest Ranches website which can be accessed at:

<http://southwestranches.org/procurement>

To review the request for qualifications documents for this project, go to the above URL and click on the project hyperlink. The documents for this project are also available on Demandstar.com. Proposers may then download and print the proposal documents or contact Venessa Redman at (954) 343-7467 or e-mail at vredman@southwestranches.org

Sealed proposals shall be opened and recorded on **Thursday, May 26, 2022** at 11:00 a.m. EST. Late submittals shall not be accepted or considered.

The **Non-Mandatory Pre-Proposal Conference** will be held on **Tuesday, May 3, 2022, at 11:00 a.m.**, EST at Town Hall in the Council Chambers.

This solicitation is issued consistent with the requirements of the Consultant’s Competitive Negotiation Act (“CCNA”), Florida Statutes § 287.055. The Town reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all responses, or terminate the competitive solicitation process at any time and secure the solicited products and services by any other lawful means. The Town also reserves the right to waive minor irregularities or variations to the specifications and in the competitive solicitation process.

The Town reserves the right to reject any or all proposals.

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SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for qualifications (“RFQu”) is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida (“Town”), by and through its Senior Procurement and Budget Officer Department (“Department”). The Department is the SOLE point of contact concerning this RFQu. All communications regarding this RFQu must be done through the Department (*See* Section 1.7).

1.2 PURPOSE OF THE PROJECT

The Town of Southwest Ranches is soliciting proposals from qualified and experienced firms to deliver a Stormwater Master Plan (SWMP). The Town desires to hire a firm to develop its first Stormwater Master Plan (SWMP). Major work tasks include inventory and assessment of existing conditions baseline stormwater systems and parameters; analysis of local drainage district water control plans; development of existing conditions baseline stormwater modeling, analysis of floodplain and risks to project area; development of proposed conditions modeling with impacts of sea level rise; development of quantifiable metrics and key performance indicators, identification of proposed stormwater sites and/or projects; confirm and summarize performance against LOS standards; and development of a 10-year Stormwater Capital Improvement Plan; and final summary and recommendations.

Deliverables anticipated as a result of the project include: (1) Three hardbound signed and sealed copies of the Stormwater Master Plan document. (2) GIS Layers to incorporate into the Town’s GIS Stormwater application.

The Stormwater Master Plan SWMP study area will encompass the entire Southwest Ranches municipal limits, which are roughly delineated by Griffin Road to the North, US 27 to the West, Sheridan Street to the South, and Flamingo Road to the east. The Town’s total acreage is approximately 13 square miles.

Vendors are encouraged to propose modifications to the individual tasks or any part of the Scope of Services if the Vendor can demonstrate innovative, science-based methodologies that Town may not have specifically identified in the Scope of Services. The proposed additional modifications shall be identified as optional items with fees listed separately.

Through the process described herein, persons and/or firms interested in assisting the Town with the provision of the Services must prepare and submit a proposal containing no less than the information requested herein. The Town will review submittals only from those persons and/or firms that submit a proposal that includes all of the information required by this RFQu, the determination of which shall be in the sole discretion of the Town.

The Town seeks a talented, interdisciplinary team that includes the following professionals:

- Environmental, Hydrologic, Drainage & Civil Engineers
- Landscape Architect

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- Communications Professional
- GIS & Data Expert

The Substantial Completion of the Project shall occur no later than **one hundred fifty (150) calendar days** from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than **one hundred eighty (180) calendar days** from date of issuance of the Notice to Proceed.

1.3 NON-MANDATORY PRE-PROPOSAL CONFERENCE

The Non-Mandatory Pre-proposal Conference will be held on **Tuesday, May 3, 2022, at 11:00 a.m.** EST in Council Chambers located at Town Hall, 13400 Griffin Road, Southwest Ranches, FL 33330.

There will be a Town representative available to answer questions relative to this RFQu; however, proposers should not rely on any oral representations, statements, or explanations other than those made by this RFQu or a formal Amendment to the RFQu. Any questions or comments arising subsequent to the Pre-proposal Conference must be presented, in writing, to the Contact Person (See Section 1.7) prior to the date and time stated in the Timetable (*See* Section 1.5).

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days' notice.

1.4 QUALIFICATIONS OF PROPOSERS

In order to be considered, Proposers must provide with their submittal, evidence that they are qualified to satisfactorily perform the specified Services. Evidence shall include all information necessary to certify that the Proposer: maintains a permanent place of business; has not had just or proper claims pending against the Proposer or the Proposer's firm; and has provided services of a type similar to the Services sought through this RFQu.

- a) To be eligible to respond to this RFQu, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar in magnitude to those specified in the Scope of Services section of this RFQu to at least one municipality similar in complexity and vulnerability to the Town, or can demonstrate that they have the experience with private sector clients and the managerial and financial ability to successfully perform the services.
- b) The Consultants shall have been continuously engaged in the business of providing Professional Services of developing stormwater master plans to local governments for at least ten (10) years.
- c) The Consultants have no conflict of interest with regard to any other work performed for the Town of Southwest ranches

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1.5 TIMETABLE

The anticipated schedule and deadline for this RFQu is as follows:

Activity	Date, Time and Location
RFQu available for download on website	On or about: Thursday, April 21, 2022 , at: http://southwestranches.org/procurement or Demandstar.com
Non-Mandatory Pre-Proposal Conference	11:00 a.m. local time, Tuesday May 3, 2022 , at Council Chambers located at 13400 Griffin Road, Southwest Ranches, FL 33330.
Deadline for Submission of Written Comments/Questions	11: 00 a.m. local time Tuesday, May 10, 2022 , the Office of the Senior Budget and Procurement Officer, via e-mail to vredman@southwestranches.org
Response to Written Comments/Questions	11:00 a.m. local time, Tuesday, May 17, 2022
Deadline for Submission of Proposals	11:00 a.m. local time, on Thursday, May 26, 2022
Public Opening	11:00 a.m. local time, on Thursday, May 26, 2022 , at Council Chambers located at 13400 Griffin Road, Southwest Ranches, FL 33330.
Award Date	To be Determined

1.6 PROPOSAL SUBMISSION

It is anticipated that Proposals will be opened at **11:00 a.m. EST, on Thursday, May 26, 2022**.

The Proposal Response Forms, included in the appendix, must be signed by an officer of the proposing entity or other authorized person.

The submission of a signed RFQu will be considered by the Town as constituting a legal offer by the proposer to provide services required by this RFQu at the proposed price identified therein.

No Proposals will be accepted after the deadline for submission of Proposals or at any location other than the location described in Section 3.3.

Facsimile or email submittals will not be accepted. Proposals received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a proposal is delivered or received will be resolved against the Proposer.

1.7 CONTACT PERSON

The individual designated as the “Contact Person” for the RFQu is:

Venessa Redman, Senior Procurement and Budget Officer
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-7467
Fax: 954-434-1490
Email: vredman@southwestranches.org

1.8 PROCUREMENT CODE

Article IX of the Town’s Code of Ordinances establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system that provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the Town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town.

1.9 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this RFQu between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and the Town Council members, Town’s professional staff including, but not limited to, the Town Administrator and his or her staff, or any member of the Town’s selection or evaluation committee. See Article IX, Sec. 2-208(c) for additional information including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this RFQu and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re-imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event that the Town Administrator cancels the solicitation.

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Prior to an award, violation of the Cone of Silence shall result in the disqualification of the proposer from further consideration. Discovery of a violation after an award by a particular proposer shall render any RFQu award to said proposer voidable by the Town, and in the Town's sole discretion.

1.10 PUBLIC OPENING

A public opening, of Sealed proposals, will take place on **Thursday, May 26, 2022, at 11:00 a.m. EST.**

The public may view proposal meetings in person in the Council Chambers located at 13400 Griffin Road, Southwest Ranches, FL 33330.

The identity of the submitters shall be read aloud. However, no additional information set forth in the proposal shall be made public until the time of a notice of an "Intended award" or 30 days from the Request for Qualifications Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

After opening of proposals, the Town will look for any unbalanced proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices for those items the Town will utilize the most. The Town intends to award in accordance with the terms of this RFQu and the Town's Procurement Code to the highest ranked firm.

In the award of a Contract pursuant to this RFQu, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

1.11 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via e-mail, or U.S. Mail no later than **Tuesday, May 10, 2022, at 11:00 a.m. EST,** to the address listed in this RFQu Timetable (*See* Section 1.5) or e-mail address listed for the Contact Person (*See* Section 1.7). The request must contain the proposer's name, address, phone number, and e-mail address.

Changes to this RFQu, when deemed necessary by the Town, will be completed only by written Amendment(s) issued prior to the deadline for submission of proposals. Proposers should not rely on any representations, statements, or explanation other than those made by this RFQu or in any Amendment to this RFQu. Where there appears to be a conflict between this RFQu and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this RFQu will be posted on Town of Southwest Ranches Purchasing Department website which can be accessed at <http://southwestranches.org/procurement/>.

It is the sole responsibility of Proposers to routinely check for any Amendments that may have been issued prior to the deadline for submission of proposals. Town shall not be responsible for the completeness of any RFQu package not downloaded from this website or purchased directly

from the Department. A proposer may verify with the designated Contact Person (*See* Section 1.7) that proposer has received all Amendments to this RFQu prior to the submission of its proposal.

1.12 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town relating to this RFQu are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any proposer to examine, inspect and be completely knowledgeable of the terms and conditions of the RFQu, or any other relevant documents or matters, shall not relieve the selected proposer from fully complying with this RFQu.

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

No guarantee or warranty is given or implied by the Town regarding the minimum or total amount of services that may be purchased from the contract or award. The quantities and frequencies provided herein are for proposal purposes only and, will be used for tabulation and presentation of the Proposal. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

1.13 THE TOWN WEBSITE

Bids, Proposals, addenda, bid/evaluation tabulations, links to bid conferences, attendee lists and other information is available on the Town’s website “Procurement” and “Calendar” page, which can be found at: <https://www.southwestranches.org/procurement/> and links for public attendance can be found on the calendar at: <https://www.southwestranches.org/events/>

1.14 NOTICE TO PROCEED

It is recommended that Proposer attend a non-mandatory pre-proposal conference (*See* Section 1.5).

Proposer shall be instructed to commence work by written instructions by the Town Administrator or his designee by issuance of a Notice to Proceed. The Notice(s) to Proceed will not be issued until proposer submits to the Town all required bonds, insurance certificates and/or other documents and after execution of the Contract by both parties. Proposer warrants to the Town that it shall diligently and continuously perform such work to achieve Substantial Completion and Final Completion, within the times set forth in the Agreement (*See* Exhibit “A”). To the extent set forth in the Agreement, the Town may, in its sole discretion and at its option, elect to impose liquidated

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damages or actual damages, whichever is greater, for failure to complete the work within the timeframe required (*See* Exhibit “A”).

Proposer shall furnish sufficient forces and equipment and shall work such hours, including overtime operations, as may be necessary to timely perform the work in accordance with the schedule included in the Agreement.

SECTION 2 TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

Proposers guarantee their commitment, compliance, and adherence to all requirements of this Request for Qualifications by submission of their proposals.

2.2 MODIFIED PROPOSALS

Proposers may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for submission of proposals specified in the Proposal Timetable (*See* Section 1.5). The Town will only consider the latest proposal submitted.

2.3 WITHDRAW OF PROPOSAL

A proposal may be withdrawn, only by written notification to the Town, prior to the opening of proposals. (*See* Section 1.5). After the opening of proposals, they shall be irrevocable for a period of ninety (90) days. Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable until the time that a Contract is awarded. Proposers who unilaterally withdraw a proposal without permission of the Town before 90 days have elapsed from the date of the opening of proposals may be debarred and are subject to forfeiture of the Proposal Security.

2.4 LATE PROPOSAL, LATE MODIFIED PROPOSAL

Proposals and/or modifications to proposals received after the deadline for submission of proposals specified in the RFQu Timetable (*See* Section 1.5) shall not be considered.

2.5 POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this RFQu to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all proposals; commence a new solicitation process; postpone or cancel this RFQu process; and/or waive any non-material irregularities in this RFQu or the proposals received as a result of this RFQu. In addition, the Town of Southwest Ranches Council may reject any proposal prior to award.

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Failure on the part of the awarded Proposer to comply with the terms of this RFQu, to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Proposal security. In that event, the Town may proceed to award the contract to the next highest ranked Proposer, or to re-advertise the project, in its sole discretion when deemed to be in the best interests of the Town.

2.6 COSTS INCURRED BY PROPOSERS

All expenses incurred with the preparation and submission of proposals to the Town, or any work performed in connection therewith, shall be borne by the proposer.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the “Public Records Law” and the “Government in the Sunshine Law” respectively.

2.8 VALUE ENGINEERING(as per 2 CFR §200.318(g))

Contractor may request substitution of Materials, articles, pieces of equipment, or any changes that reduce the Contract Price by making such request to Consultant in writing. Consultant will be the sole judge of the acceptability of any proposed substitute, and no substitute will be ordered, installed, used, or initiated without Consultant’s prior written acceptance by a Change Order or an approved Shop Drawing. In no event will any substitution accepted by Consultant result in an increase in the Contract Price or Contract Time. By making a request for substitution, Contractor agrees to pay directly to Consultant all Consultant’s fees and charges related to Consultant’s review of the request for substitution, regardless of whether the request for substitution is accepted by Consultant. Any substitution submitted by Contractor must meet the form, fit, function, and life cycle criteria of the item proposed to be replaced, and there must be a reduction in Contract Price including Consultant review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between Contractor and Town and shall be processed as a deductive Change Order. Town may require Contractor to furnish, at Contractor’s expense, a special performance guarantee or other surety with respect to any substitute approved after award of this Contract.

2.9 RIGHT TO PROTEST

For purposes of this RFQu, the term “Purchasing Code” shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Procurement Code (ORD 22-005). The Protest Section of the Code is hereby incorporated into this RFP by reference (“Proposal Protest”). By responding to this RFQu, all Proposers agree that the Proposal Protest procedures set forth in the Code are applicable to this RFQu and shall comply with said procedures.

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Any Proposer may protest any recommendations for award of the Agreement in accordance with Protest Procedures by submitting a written protest to the Senior Procurement and Budget Officer within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Senior Procurement and Budget Officer at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

2.10 RULES; REGULATIONS; LICENSING REQUIREMENTS

The proposer shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The Town, at its discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements for this RFQu and the Contract to be awarded. Also, responsibility, and responsiveness of the Proposer, including the financial position, experience, staffing, equipment, materials, references of Proposer, and past history of service by Proposer to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

2.11 EVALUATION OF PROPOSALS

All proposals submitted on time will first be reviewed by the Procurement Division to determine responsiveness. The Town reserves the right to accept or reject any or all proposals deemed as not responsive. The Town reserves the right to waive immaterial irregularities in proposals if in the best interest of the Town.

The selection process will be in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act (CCNA). The Evaluation Committee, approved by the Town Manager, will review the qualification of all submitting firms. Ranking will be made solely based on the information included in the submitted proposal. The Town reserves the right to determine, at its sole discretion, whether the statement of qualifications satisfactorily meets the criteria established in this RFQu, and the right to seek clarification from any firm(s) submitting qualifications.

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EVALUATION CRITERIA

The following evaluation criteria will be used as a general guide for evaluating the proposals. The Evaluation Committee will independently review and evaluate all responsive proposals received. Members may choose not to award any points, should they feel a proposal is undeserving or does not sufficiently address the criteria. The establishment, application and interpretation of the evaluation criteria below shall be solely within the discretion of the Town.

SECTION CRITERIA POSSIBLE POINTS:

A	Knowledge of Stormwater Master Plan	15
B	Staff Qualifications	10
C	Approach and Methodology	10
D	Design Philosophy	5
E	Cost Control and Value Engineering	5
F	Experience	35
G	References	10
Location of Firm's Main Office from Town Hall (50 miles or less = 10 pts; 51 - 100 miles = 5 pts)		10
MAXIMUM POSSIBLE POINTS		100

A. STORMWATER KNOWLEDGE (10 points)

Demonstrate experience in design and permitting of municipal (or county) agency Stormwater Master Plan, developing a Stormwater hydraulic/hydrological model based on the complete GIS database, experience in developing a phased capital improvement projects (CIP), grant funding Opportunities State, County, codes and ordinances.

B. STAFF QUALIFICATIONS (20 points)

Indicate the orientation of the design team, identifying the key personnel and describing their qualifications and responsibilities. Indicate prior experience on similar projects. Qualification should highlight experience with regulatory agencies, permitting and governing regulations and their locations. Provide the Florida registration numbers of professional personnel.

NOTE: An organizational chart is recommended.

C. APPROACH & METHODOLOGY (10 points)

Summarize a general approach that outlines how the project team will interact during the various stages of the project. The firm's ability to use this approach to complete the project on time and to secure funding will be considered and should be identified.

D. DESIGN PHILOSOPHY (10 points)

Explain in detail your design philosophy and how it will be used to create extraordinary projects in our various settings. Include details that will be analyzed and incorporated into the overall design. Explain how you will ensure that the project will be designed to include all the facets the Town desires. Describe how you have used innovation design concepts on other projects.

E. COST CONTROL & VALUE ENGINEERING (10 points)

Demonstrate knowledge and experience in the evaluation of varied shoreline protection systems, construction techniques and material evaluation to ensure optimum value in meeting the design requirements.

F. EXPERIENCE (30 points)

Describe the experience in providing similar services of the firm within the last ten (10) years that are similar to the Services herein. Past performance of Proposer's that have previously done business with the Town of Southwest Ranches will be considered.

G. REFERENCES (10 points) – Appendix Q

References from public sector clients are preferred. The Town will send Reference Check Surveys via email to the references provided. If the contact information is incorrect or the reference does not respond, the firm will lose points awarded for this criterion. Reference Letters submitted are preferred.

2.12 AWARD

The Town intends to award a contract to the highest ranked proposer whose proposal meets the requirements of this RFQu, and in accordance with the Town's Procurement Code.

2.13 WRITTEN CONTRACT

The successful Proposer shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this RFQu, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this RFQu. No Work shall be performed or

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payment due unless a written Contract is fully executed and has been approved by the Town Council.

2.14 ASSIGNMENT

This RFQu and any Contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Proposer, and Proposer may not, either directly or indirectly, assign its rights or delegate its obligations to Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

2.15 CANCELLATION

Failure on the part of the awarded Proposer to comply with the terms of this RFQu, to execute and deliver any required Contract Documents, and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the Proposer with the next highest ranking by the selection committee, or to re-advertise the RFQu in its sole discretion whenever deemed in the best interests of the Town.

2.16 RELATION TO PARTIES

It is understood and agreed that nothing contained in this RFQu or the Contract shall be deemed to create a partnership or joint venture with the Town. Proposer shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

2.17 COMPLIANCE WITH LAW

Proposer shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to this RFQu and any Contract awarded and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

2.18 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Proposer or any one of its employees, sub-proposers or agents, or anyone else for whose actions Proposer may be responsible.

2.19 INDEMNIFICATION

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to,

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reasonable attorney fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the Contract or anyone else for whose actions Proposer may be responsible, regardless of the partial fault of any party indemnified hereunder.

2.20 SECONDARY/OTHER VENDORS

The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of this RFQu or any Contract awarded.

2.21 DEFAULT PROVISION

In case of default by the Proposer, the Town may procure the articles or services from other sources and hold the Proposer responsible for any excess costs occasioned or incurred thereby.

2.22 GOVERNING LAW

The validity of this RFQu and any Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under, pursuant, or relating to this RFQu or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

2.23 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this RFQu. Any default under this RFQu shall subject Proposer to liability for any and all damages to Town caused thereby. Proposer agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

2.24 REMEDIES FOR BREACH

Should the selected Proposer fail to perform after Contract execution, the Town shall notify Proposer in writing of such failure to perform and Proposer shall have fourteen (14) days to cure such failure or such time as set forth in the Contract. If Proposer fails to cure, then the Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Proposer for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, as set forth in the Contract.

2.25 PUBLIC RECORDS LAW

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

In accordance with Florida Statutes, 119.071(1)(b)(2) Sealed proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the proposals, or final replies, whichever is earlier.

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

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

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

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

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IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

Proposer shall comply with the requirements of 2 CFR §200.321 as applicable to this solicitation. Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

2.26 CONTRACT PROVISIONS (EXHIBIT "A")

2.26.1 Agreement. The selected proposer will be required to execute a contract in a form and substance similar to the attached Example Agreement (Exhibit "A"), subject to negotiated exceptions.

2.26.2 Authorization to Sign. In addition to executing the Agreement, the selected proposer will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Agreement is authorized to legally bind the proposing entity. Additionally, if a selected proposer is a partnership, all general partners must sign the Agreement and the notarized statement. If the selected proposer is a joint venture, all members of the joint venture must sign the Agreement and the notarized statement.

2.27 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the Village and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Village, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

2.28 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected proposer to provide certified copies of all insurance policies specified in the Agreement (Exhibit "A"). The selected proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Agreement, insurance coverages and limits, including endorsements, as described in the Agreement (*See* Exhibit "A"). Failure to maintain the required insurance shall be considered a material default of the Agreement. The requirements contained therein, as well as the Town's review or acceptance of insurance maintained by the selected proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected proposer under the Agreement.

2.29 ADDITIONAL INSURANCE REQUIREMENTS

All insurance policies shall name and endorse the following as additional named insureds:

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

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

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

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

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

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

2.30 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any proposer by virtue of this solicitation or any negotiations conducted hereunder. The Town’s obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a proposer, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

2.31 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions shall include, but

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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.

Proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Proposer further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

Proposer understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the Agreement, disqualification, or debarment of Proposer from participating in Town contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.32 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit (“DOIA”) must be completed on behalf of any individual or business entity that *seeks* to do business with the Town when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual’s or entity’s interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

If the selected proposer fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

2.33 CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their proposals, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

2.34 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

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Proposer shall complete the attached Sworn Statement on Public entity Crimes and submit it with its proposal.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 PROPOSAL FORMAT AND CONTENT

3.1.1 Format. Proposals should include only brief and concise narrative. The inclusion of elaborate or unnecessary verbiage or promotional material is discouraged.

3.1.2 Technical Proposal. Proposals must contain all of the documents included in each appendix, each fully completed, signed and notarized, as required. Failure of a proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

Proposers must use the Proposal form(s) furnished by the Town and included in the appendix of the solicitation. Failure to do so may cause the Proposal to be rejected. Removal or replacement of any of the Proposal documents may invalidate the Proposal.

All items should be submitted as a part of the proposal prior to the deadline for submission of proposals (*See* Section 1.5); however, if the item(s) marked by an asterisk (*) are omitted, the proposer must submit such item(s) upon request from the Department within a time frame specified by the Department (normally within two (2) business days of request) or the proposal shall be deemed non-responsive. All other items must be submitted with the proposal, or it shall be deemed non-responsive.

The Town reserves the right to request additional information to be used for evaluating responses received from any or all proposers, including, but not limited to, additional references or financial information. Further, the Town retains the right to disqualify from further consideration any proposer who fails to demonstrate sufficient ability to perform under the Agreement.

Notwithstanding these submittal requirements, the Department reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the Department (normally within two (2) business days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive.

Each section of the proposal should be clearly labeled using the paragraph headings set forth below.

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3.2 PROPOSAL SCHEDULE

Each proposer shall submit a completed Proposal Schedule, included as Appendix “B”. Pricing in the Proposal Schedule shall include all labor, equipment and materials necessary to complete the work in accordance with the contract documents, schedules and plans, all addenda, if issued.

Proposer warrants that the prices, terms and conditions quoted in the Proposal Schedule will be firm for a period of one hundred twenty (120) days from the date of the proposal opening. If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Proposers are responsible for checking their calculations. Failure to do so will be at the Proposer’s risk, and errors will not release the Proposer from performance of the Contract at the proposal price.

3.3 PREPARING AND SUBMITTING PROPOSALS

Each Proposal must contain the documents required by this Section 3 including all Appendices, each fully completed, and signed as required. Proposers shall prepare their Proposals utilizing the same format outlined below.

The original Proposal document package must not be bound; however, spiral binding and binder clips are acceptable for the submission of the document copies. One (1) unbound original and five bound (5) copies as well as one (1) in digital format (USB in .pdf file format) of the complete Proposal must be received by the Deadline for Submission of Proposals specified in this RFP. Double sided printing is permitted. For the purpose of reviewing the responsiveness of the Proposals, the digital format (USB in .pdf file format) must contain three separate files, including:

- A PDF of the complete Proposal
- A separate PDF of Appendices, except Appendix B
- A separate PDF of Appendix B - Price Schedule

Due on **Thursday, May 26, 2022, by 11:00 a.m. EST**, one (1) unbound original and five (5) bound copies as well as one (1) in digital format (USB in .pdf file format) of the complete Proposal must be timely delivered to:

Venessa Redman, Senior Procurement and Budget Officer
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-7467
Fax: 954-434-1490
Email: vredman@southwestranches.org

Proposals must be clearly marked on the outside of the package(s) referencing:

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Proposals received at any other location than the aforementioned or after the Deadline for Submission of Proposals shall be deemed non-responsive and shall not be considered.

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Responses should be signed by an official authorized to bind the Proposer to the provisions given in the Proposal. Proposals are to remain valid for at least 90 days. Upon award of an Agreement, the contents of the Proposal of the Successful Proposer(s) may be included as part of the Agreement, at the Town's discretion.

For any questions, contact the Senior Procurement and Budget Officer.

SECTION 4 SPECIAL PROVISIONS

4.1 QUANTITIES

The Town specifically reserves the right to accept all or any part of the proposal, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract price set forth in the proposal form by the Proposer.

4.2 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A.** Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B.** Broward County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- C.** Occupational Safety and Health Act (OSHA) as applicable to this contract.
- D.** Environmental Protection Agency (EPA), as applicable to this Contract.
- E.** All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Broward County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

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F. "Conflicts of Interest" as provided by Part III, Chapter 112, Florida Statutes, as amended, and the Broward County Employee Code of Ethics, as amended. The appointing authority shall not appoint a person to a Committee whose service would create the appearance of a conflict of interest

G. Town of Southwest Ranches Purchasing Policies and Procedures Manual Policy Section 24.0 "Debarment".

H. Florida Building Code (FBC).

I. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

4.3 PROSECUTION OF THE WORK

After receiving notice to commence with the work for a particular project the Proposer shall commence promptly within five (5) working days and shall efficiently prosecute the work with adequate personnel and equipment until final completion. The Substantial Completion of the Project shall occur no later than one hundred **and fifty (150) calendar days** from the date of the issuance of the Notice to Proceed, and Final Completion shall occur no later than **one hundred and eighty (180) calendar days** from date of issuance of the Notice to Proceed. Failure to comply with either time requirement shall result in Liquidated Damages, assessed on a work order basis and in the amounts shown in Section 2.4.2 of the Agreement.

SECTION 5 GENERAL PROVISIONS

5.1 DEFINITIONS

ADDENDA Written or graphic instruments which clarify, correct or revise the proposal documents or the Contract Documents for Request for Qualifications RFQu 22-001.

BOND Proposal, performance and payment bonds which guarantee performance of obligations specified in the Contract.

CHANGE ORDER A document prepared by the Town, which amends the scope of services, scheduling or pricing within the executed Contract.

CONTRACT The written agreement between Town and Proposer whose proposal has been accepted, covering the Work to be performed, and which incorporates the other Contract Documents to be made a part thereof and as referenced therein.

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CONTRACT DOCUMENTS The Contract, as well as all Exhibits, the RFQu, the Proposer's Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the "Contract Documents".

CONTRACT PRICE The monies payable by Town to the Proposer under the Contract Documents as stated in the Contract for the full and timely performance of the Work.

CONSULTANT The successful proposer with whom Town has entered into a Contract with for performance of the Work.

DAY Shall mean calendar day, unless otherwise specified.

EFFECTIVE DATE OF CONTRACT The latest execution date of the Contract.

FINAL COMPLETION Work completed in compliance with industry standards, contract provisions, and passed final inspection.

PROJECT a Stormwater master plan, as defined in RFQu 21-001.

PROPOSAL The offer or proposal to perform all services required in Request for Qualifications RFQu 22-001.

TOWN The Town of Southwest Ranches, Florida

WORK The scope of services required to prepare and create a Stormwater Master Plan as defined in this RFQu 22-001.

5.2 FINAL COMPLETION

The proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract.

5.3 CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between the Town and Consultant concerning the Work. The Instructions to Proposers, Proposal Form, Proposal Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda

If during the performance of the Work, Consultant finds a conflict, error or discrepancy in the Contract Documents, Consultant shall immediately report findings to the Town in writing and shall obtain a written interpretation or clarification from the Town.

5.4 SCOPE OF SERVICES

The Town of Southwest Ranches desires to hire a firm to develop its first Stormwater Master Plan (SWMP). Major work tasks include inventory and assessment of existing conditions baseline stormwater systems and parameters; analysis of local drainage district water control plans;

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development of existing conditions baseline stormwater modeling, analysis of floodplain and risks to project area; development of proposed conditions modeling with impacts of sea level rise; development of quantifiable metrics and key performance indicators, identification of proposed stormwater sites and/or projects; confirm and summarize performance against LOS standards; and development of a 10-year Stormwater Capital Improvement Plan; and final summary and recommendations.

Deliverables anticipated as a result of the project include: (1) Three hardbound signed and sealed copies of the SWMP document. (2) GIS Layers to incorporate into the Town's GIS Stormwater application.

The SWMP study area will encompass the entire Southwest Ranches municipal limits, which are roughly delineated by Griffin Road to the North, US 27 to the West, Sheridan Street to the South, and Flamingo Road to the east. The Town's total acreage is approximately 13 square miles.

5.5 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

The Proposal price constitutes the total compensation, subject to authorized adjustments, payable to the Proposer for the complete and timely performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by Proposer shall be at his expense without change in the proposal Price or Time.

5.6 SUSPENSION OF WORK AND TERMINATION

The Town may, at any time and without cause, suspend Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Consultant. Consultant shall resume work on a date so determined by the Town. Consultant shall not be allowed an increase in the Contract Price for any such suspension lasting not more than ninety (90) days. If, through no fault of Consultant, the Work is suspended for a period of more than ninety (90) days, then Consultant may, upon seven (7) days' written notice to the Town, terminate the Contract and recover from the Town payment for all Work properly executed up to the date of the notice, including reasonable overhead and profit, except as otherwise limited by this RFQu or the Contract;. Provided however, that in no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed. The Town may terminate all Work if Consultant violates any provisions of the Contract Documents. In such case, the Town may, after giving Consultant written notice pursuant to the Contract, terminate the services of the Consultant, exclude Consultant from the site, take possession of the Work including Consultant's tools, appliances, construction equipment and machinery, and finish the Work as the Town may deems appropriate under the circumstances. In such case, Consultant shall not be entitled to receive any further payment until the Work is finished. If cost of completing the Work exceeds the unpaid balance, Consultant shall promptly pay the difference to the Town.

The Town will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM).

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Where Consultant's services have been terminated by the Town, the termination will not affect any rights or remedies of the Town against Consultant or any surety then existing, or which may thereafter accrue. Any payment of monies due Consultant by the Town will not release the Consultant from liability for unfinished or defective Work and such payment shall not be evidence of acceptance of any defective Work.

Upon written notice to Consultant, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract at the Town's convenience. In such case, Consultant shall be paid for all Work executed and any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed.

5.7 PAYMENT

The payment to Consultant is for all materials, labor, services, equipment and all else necessary to construct and fully complete the Work. The Work includes all accessories, appurtenances or other work required for completion of the Contract.

Consultant shall render all Work to the Town at the quoted price stipulated in the Proposal and Proposal Form and Town shall pay Consultant for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at said prices stipulated in Proposal Form.

In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Work, regardless of any delays in the Work, whether occasioned by Town or Consultant, or both. In the event the cost of the Work exceeds the amounts set forth and included in the Contract Price, Consultant shall pay such excess from its own funds and Town shall not be required to pay any part of such excess.

Town and Consultant agree that payment under the Contract will be subject to (a) the delivery of an appropriate invoice or payment application by Consultant to Town, and (b) verification by Town that the Work is acceptable and has been performed in strict accordance with the Contract. Upon verification by Town that the invoiced Work has been satisfactorily performed in strict accordance with the Contract, Town shall have thirty (30) days thereafter to pay the invoice, or such undisputed portion as Town shall determine in its sole discretion.

The Town shall pay the Contract Price to the Consultant in accordance with the procedures set forth in chapter 218.70, Florida Statutes, "Local Government Prompt Payment Act."

5.8 PURCHASING CARD (PCARD) ACCEPTANCE

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

payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

5.9 PROPOSER'S RESPONSIBILITIES

Proposers are required to submit their proposals upon the following express conditions:

- A.** Proposers shall thoroughly examine specifications, schedules, instructions and all other contract documents.
- B.** Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for any deliveries as required by the solicitation conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the town or the compensation due the Proposer.
- C.** Proposers are advised that all town contracts are subject to all legal requirements provided for in The Town of Southwest Ranches Purchasing Code and applicable Broward County Ordinances, State Statutes and Federal Statutes.

5.10 INSURANCE AND BONDS

Throughout the term of the Contract and for all applicable statutes of limitation periods, Consultant shall maintain in full force and effect all of the insurance coverages as set forth in the terms of this solicitation and attached Exhibit A contract Section 6.

5.11 CONSULTANT'S PERFORMANCE

The Consultant shall commence performance of the Work identified in the Notice to Proceed or other written authorization on the effective date of the Notice to Proceed and shall diligently and continuously prosecute its performance to and until Substantial Completion and Final Completion of the Work. The Consultant shall accomplish Substantial Completion and Final Completion of each assigned task within the allotted calendar days indicated in the Notice to Proceed.

The undersigned, as Proposer, hereby declares that the only person or persons interested in the proposal as Principal or Principals is/are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Proposer shall furnish prices for all Proposal items. Failure to do so may render the Proposal invalid and cause its rejection. The Proposer shall also furnish evidence that they hold appropriate licenses to perform the Work which is the subject of this Proposal, and as required by Florida Statutes and Local law. Proposers must also have the insurances and any applicable bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

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All applicable federal, state, and local taxes, permit fees, insurance, and performance and payment bonds are included in the Proposal price. In the event of any discrepancy in the line item amounts, the calculated total shall control.

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Appendix A - Proposer Information

NAME: _____

ADDRESS: _____

FEIN: _____

LICENSE NUMBER: _____ STATE OR COUNTY: _____

LICENSE TYPE: _____
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: _____

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME: _____

PROPOSER'S ADDRESS: _____

PROPOSER'S PHONE NUMBER: Office: _____ Cell: _____

PROPOSER'S EMAIL ADDRESS: _____

By: _____

Name of Corporation/Entity

Address of Corporation/Entity

Signature of President or Authorized Principal

By: _____

Title: _____ (If the Proposer is a Corporation, affix corporate seal)

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Appendix B - Base Proposal Schedule

TOTAL LUMP SUM BASE PROPOSAL PRICE \$_____

Proposer's Firm:_____

Appendix C - Disclosure of Ownership Interest

**TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE**

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

an individual **or**

the _____ of _____.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its Town Council.

2. Affiant's address is:

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches policy and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ___ day of _____, 2022,

by _____ (name of person acknowledging).

Notary Public

(Print Notary Name)
State of _____ at Large

My Commission Expires: _____

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

Appendix D - Drug Free Workplace

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

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

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

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME: _____

Proposer's Firm: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
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**Appendix E - Public Entity Crimes Sworn Statement Pursuant to Section 287.133(3) (A)
Florida Statutes**

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

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

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

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

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

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

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

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

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
STORMWATER MASTER PLAN
RFQu NO. 22-001

By: _____

(Printed Name)

(Title)

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ___ day of _____, 2022,

by _____ (name of person acknowledging).

Notary Public

(Print Notary Name)

State of _____ at Large

My Commission Expires: _____

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

Appendix F - Non-Collusion Affidavit

State of _____)
) ss:
County of _____)

_____ being first duly sworn deposes and says that:

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
STORMWATER MASTER PLAN
RFQu NO. 22-001

By: _____

(Printed Name)

(Title)

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ___ day of _____, 2022,

by _____ (name of person acknowledging).

Notary Public

(Print Notary Name)
State of _____ at Large

My Commission Expires: _____

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

Appendix G - Anti-Lobbying Certification Form

1. The prospective participant certifies to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: _____

Street address: _____

City, State, Zip: _____

Certified By: _____

(type or print)

Title: _____

Signature: _____

Date: _____

Appendix H - Proposer Confirmation of Qualifications

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

At the time of the Proposal, the proposer shall hold all Consultant and other qualification certificates and licenses required to be held by the Consultant by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request for Qualifications.

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

Proposer's Signature: _____

Proposer's Name: _____

Proposer's Address: _____

Proposer's Phone Number: _____

Proposer's Email: _____

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

Proposer's Firm: _____

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
STORMWATER MASTER PLAN
RFQu NO. 22-001

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ___ day of _____, 2022,

by _____ (name of person acknowledging).

Notary Public

(Print Notary Name)
State of _____ at Large

My Commission Expires: _____

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

Proposer's Firm: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
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***Appendix J - Certificate of Authority (If Partnership)**

State of _____)
) ss:
County of _____)

I HEREBY CERTIFY that a meeting of the Partners of the _____

A partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the Proposal dated, _____, 20____, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the _____ shall be the official act and deed of this Partnership.”

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

IN WITNESS WHEREOF, I have hereunto set my hand this __, day of _____, 20____.

Secretary:

(SEAL)

Proposer’s Firm: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
STORMWATER MASTER PLAN
RFQu NO. 22-001

***Appendix K - Certificate Of Authority (If Corporation Or Limited Liability Company)**

State of _____)
) ss:
County of _____)

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

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

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

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

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

Secretary:

(SEAL)

Proposer's Firm: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
STORMWATER MASTER PLAN
RFQu NO. 22-001

***Appendix L - Certificate Of Authority (If Joint Venture)**

State of _____)
County of _____) ss:

I HEREBY CERTIFY that a meeting of the Principals of the _____

A corporation existing under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as _____ of the Joint Venture be and is hereby authorized to execute the Proposal dated, _____, 20____, to the Town of Southwest Ranches official act and deed of this Joint Venture.”

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

IN WITNESS WHEREOF, I have here unto set my hand this _____, 20____.

Secretary:

(SEAL)

Proposer's Firm: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
STORMWATER MASTER PLAN
RFQu NO. 22-001

Appendix M - Proposal Bond

Bond No. _____

PROPOSAL BOND

State of _____)
County of _____) ss:

KNOW ALL MEN BY THESE PRESENTS, that we,

_____, as Principal, and _____

_____, as Surety, are held and firmly bound unto the Town of Southwest Ranches, a municipal corporation of the State of Florida, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Proposal, dated _____ 20__ for

“RFQu 22-001 STORMWATER MASTER PLAN”

NOW, THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternate
- (b) If said Proposal shall be accepted and the Principal shall properly execute and deliver to said Town the appropriate Contract Documents, including any required insurance and bonds, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Proposal, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this ____ day of _____, 20__, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
STORMWATER MASTER PLAN
RFQu NO. 22-001

PROPOSER: _____

By: _____

Title: _____

IN PRESENCE OF: _____
(Individual or Partnership Principal)

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

SURETY: _____

By: _____

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Countersigned by Florida Agent: _____

Name: _____

Date: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
STORMWATER MASTER PLAN
RFQu NO. 22-001

Appendix N - Governmental Contact Information

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL

Proposer's Firm: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
STORMWATER MASTER PLAN
RFQu NO. 22-001

Appendix O - Acknowledgment of Conformance with O.S.H.A. Standards

TO THE TOWN OF SOUTHWEST RANCHES:

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

ATTEST

CONSULTANT

BY: _____

Print Name

Date: _____

Proposer's Firm: _____

Appendix P - Proposer Confirmation of Qualifications

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

At the time of the Proposal, the Proposer shall hold all Consultant and other qualification certificates and licenses required to be held by the Consultant by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request for Qualifications.

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

Proposer: _____

Proposer's Name: _____

Proposer's Address: _____

Proposer's Phone Number: _____

Proposer's Email: _____

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
STORMWATER MASTER PLAN
RFQu NO. 22-001

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ___ day of _____, 2022,

by _____ (name of person acknowledging).

Notary Public

(Print Notary Name)
State of _____ at Large

My Commission Expires: _____

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

Proposer's Firm: _____

Appendix Q - Proposer Experience

The Proposer's response to this questionnaire will be utilized as part of the Town's Proposal Evaluation and Consultant selection. Proposers must have current licensures applicable to this type of work and must have experience on comparable work. List comparable contract experience client references

(MUST COMPLETE EVEN IF ADDITIONAL REFERENCE PAGE SUPPLIED)

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Contact Person Email: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Contact Person Email: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Contact Person Email: _____

Proposer's Firm: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
STORMWATER MASTER PLAN
RFQu NO. 22-001

Appendix S - Acknowledgement of Addenda

Proposer acknowledges receipt of all addenda by initialing below for each addendum received.

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

[Remainder of page intentionally left blank]

Proposer's Firm: _____

Appendix T - Liability Claims

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

1. Name and Location of project: _____

2. Contact information for Project Owner:
 - a. Name: _____
 - b. Address: _____
 - c. Phone: _____
 - d. Email: _____
3. Nature of Claim: _____

4. Date of Claim: _____
5. Resolution Date of Claim and how resolved: _____

6. If applicable:
 - a. Court Case Number: _____
 - b. County: _____
 - c. State: _____

Proposer's Firm: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
STORMWATER MASTER PLAN
RFQu NO. 22-001

APPENDIX U – W9 ATTACHED

INSERT W – 9

Must utilize current IRS October 2018, signed, dated and legible W-9

TOWN OF SOUTHWEST RANCHES, FLORIDA
STORMWATER MASTER PLAN
RFQu NO. 22-001

APPENDIX V – INSURANCE ATTACHED

INSERT PROOF OF INSURANCE

TOWN OF SOUTHWEST RANCHES, FLORIDA
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***Appendix W - Statement of No Response**

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

Venessa Redman, Senior Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: vredman@southwestranches.org

REASONS

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

Explanation: _____

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

Desire to receive future Town solicitations. Yes No

COMPANY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (_____) _____ DATE: _____

Appendix X - 44 C.F.R. Part 18 - Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, _____, certifies or affirms the truthfulness and Accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date

APPENDIX Y
OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS
(2 CFR 200 APPENDIX II COMPLIANCE)

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

C. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”), as applicable to this Agreement.

D. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

E. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply, propose or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

I. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

J. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

K. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

L. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

M. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

N. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

O. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

P. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per

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the State of Florida Executive Order Number 11-02 “Verification of Employment Status”) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security’s E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

Q. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor’s failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

R. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

S. SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENT

Alongside a signed copy of this Agreement, Grantee will provide the Town of Southwest Ranches with a SAM.gov proof of registration and Commercial and Government Entity (CAGE) number. Grantee will continue to maintain an active SAM registration with current information at all times it has an active award under this Agreement.

T. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED, 12 USC.1701U.

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth

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minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Appendix Z – Insert E-Verify Memorandum of understanding

PROVIDE PROOF OF E-VERIFY REGISTRATION

- a) Page showing USCIS verified electronic approval.
- b) Page listing Company name & EIN number, matching W9 (Appendix U) submitted.

Visit www.E-Verify.gov/Employer to register, save registration as a PDF document and include memorandum of Understanding document in this proposal.

DO NOT INCLUDE MOU OF COMPANY DIFFERENT TO W9 SUBMITTED.

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EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

FOR

“RFQu 22-001 STORMWATER MASTER PLAN”

**AGREEMENT FOR
“RFQu 22-001 STORMWATER MASTER PLAN”**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this _____ day of _____ 2022 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and _____ (hereinafter referred to as “Consultant”).

WHEREAS, the Town desires to _____ (“Project”); and

WHEREAS, the Town advertised an Request for Qualifications, RFQu No. 21-001 on _____, 2022 (“RFQu”); and

WHEREAS, __ proposals were received by the Town on _____, 2022;
and

WHEREAS, the Town has adopted Resolution No. 2022- _____ at a public meeting of the Town Council approving the recommended award and has selected _____ for award of the Project.

NOW THEREFORE, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Consultant hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Consultant agrees to perform the duties and responsibilities as defined herein and in the RFQu to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (“Work”). This Agreement, as well as all Exhibits, the RFQu, the Consultant’s Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Consultant’s performance of the Work shall govern over the less stringent criteria.
- 1.2 By submitting its Proposal and entering into this Agreement, Consultant represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFQu and the CONTRACTOR’S Response

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to the RFQu. When the terms and conditions of this Contract may be read as consistent with the RFQu, then and in that respect, the terms of both the RFQu and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFQu or the response to the RFQu, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive contract. The TOWN may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFQu, or any aspect of the Services if the TOWN deems it to be in the best interest of the TOWN.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Consultant agree that Consultant shall perform all Work under this Agreement for

“RFQu 22-001 STORMWATER MASTER PLAN”

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Consultant shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Consultant is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Consultant to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Consultant waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Consultant agree that Consultant shall perform all Work under this Agreement and achieve substantial completion of the Work within **one hundred twenty (150) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement (“Substantial Completion Date”).
 - 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all the following events have occurred:
 - (i) All Work has been completed.
 - 2.4.2 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Consultant, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

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All work shall be substantially complete no later than **one hundred twenty (150) days** from the issuance of the Notice to Proceed. Final Completion of the project shall be achieved no later than 30 calendar days from Substantial Completion or within **one hundred eighty (180) days** from the date of issuance of the Notice to Proceed, whichever occurs first. Final Completion Date.

Section 3: Compensation & Method of Payment

- 3.1 Consultant shall render all Work to the Town under the Agreement for a total, not to exceed, \$ _____ Dollars (“Contract Price”).
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment, or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Consultant shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Consultant in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Consultant agree that payment will be subject to (a) the delivery of an invoice by Consultant to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Notwithstanding any provision of this Contract to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by TOWN.

Section 4: Assignment

No assignment of this Agreement or the Work hereunder shall be valid without the express written consent of Town, which may be given or withheld, in Town’s sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Consultant, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Consultant’s Responsibility for Safety

- 5.1 Consultant shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work provided in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Consultant shall comply with all applicable laws, ordinances, rules, regulations and orders, of any authority with

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jurisdiction regarding the safety of persons and property, in order to provide protection from damage, injury, or loss.

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Consultant shall maintain, in full force and affect, all of insurance coverages required within the Agreement and RFQu.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of “A-” or better in accordance with A.M. Best’s Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Consultant’s Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Consultant’s insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer’s limit of liability. Self-insurance by Consultant shall not be acceptable for providing the required insurance coverages of this Agreement.
- 6.5 If the Consultant fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Consultant shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Consultant shall carry the following minimum types of Insurance:
- A. **WORKER’S COMPENSATION:** Worker’s Compensation Insurance is to apply to all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. Consultant shall carry Worker’s Compensation Insurance with the statutory limits, which shall include employer’s liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each incident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Consultant shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive

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endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

- C. **COMMERCIAL GENERAL LIABILITY:** Consultant shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent Proposers, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- D. **PROFESSIONAL LIABILITY(ERRORS & OMISSIONS):** Not less than \$500,000 per each occurrence, covering any damages caused by an error, omission or any negligent acts.
- 6.7 Consultant shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Consultant's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330
- and
- Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301
- 6.9 Consultant's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Consultant's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

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- 6.11 The Consultant shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Consultant's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Consultant's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONSULTANT SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONSULTANT'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurers or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Consultant shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Consultant's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

Consultant warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement. Consultant agrees to indemnify and hold harmless Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 8: Laws and Regulations

Consultant agrees comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances, and codes in performing all Work under this Agreement.

Section 9: Taxes and Costs

All federal, state and local taxes relating to the Consultant's Work under this Agreement and, similarly, all costs for licenses, or certifications to perform the Work under this Agreement shall be paid by the Consultant.

Section 10: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Consultant shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the Work or anyone else for whose actions Consultant may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Consultant's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon Contractor, its successors, transferees, and assigns for the period during which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Contract.

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 Contract. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by TOWN, 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.

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall 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 agrees to post in conspicuous places, available to employees and

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applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Proposers and sub-Proposers with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Proposers and subcontractor by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section 12: Sovereign Immunity

Nothing in this Agreement is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability as provided for in Florida Statutes, as worded or amended and all Florida case law interpreting same.

Section 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 14: No Third-Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 15: Funding

The obligation of Town for payment to Consultant for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16: Manner of Performance

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

Section 17: Public Records

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

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

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

Upon completion of the Contract, Consultant agrees, at no cost to Town, to transfer to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon

completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Consultant with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Consultant shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Consultant in any legal proceeding against Town. Upon being notified of Town's election to terminate, Consultant shall immediately cease performing any further Work or incurring additional expenses. Consultant acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Consultant, is given as specific consideration to Consultant for Town's right to terminate this Agreement for Convenience.
- C. **Termination for Cause.** In the event of a material breach by Consultant, Town shall provide Consultant written notice of its material breach. Consultant shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Consultant does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Consultant's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces,

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violations of state or federal laws, violation of Town’s policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Consultant for cause as provided for in this Section, and Town’s termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Consultant shall solely be paid and Consultant’s damages are solely limited to the compensation Consultant would be entitled to pursuant to subparagraph (B) of this Section.

D. Termination for Lack of Funds. In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Consultant with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Consultant for lack of funds as provided for in this Section, and Town’s termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Consultant shall solely be paid and Consultant’s damages are solely limited to the compensation Consultant would be entitled to pursuant to subparagraph (B) of this Section.

E. Immediate Termination by Town. In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. Consultant’s violation of the Public Records Act;
2. Consultant’s insolvency, bankruptcy or receivership;
3. Consultant’s violation or non-compliance with Section 11 of this Agreement;
4. Consultant’s failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Consultant’s violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a consultant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.” Violation of this section by Consultant shall result in Town’s immediate termination of this Agreement.

Section 20: Use of Awarded Proposal by Other Governmental Units

Consultant agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Consultant's provision of Work or services to any other governmental unit.

Section 21: Change Orders and Modification of Agreement

Town and Consultant may request changes that would increase decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Contract Price under this Agreement if evidenced by a written Change Order executed by Town and Consultant, with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 22: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Consultant's performance of the Work under this Agreement, and Consultant shall be and remain liable to the Town for all damages to the Town caused by the Consultant's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

Section 23: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

Time is of the essence for all of Consultant's obligations under this Agreement. The Town will be entitled to Liquidated Damages as set forth at Section 2.4.2.

Section 27: Days

The terms "days" as referenced in this Agreement shall mean consecutive calendar days.

Section 28: Written Mutual Agreement

This Agreement is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral which are merged herein.

Section 29: No Amendment or Waiver

This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect, or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Consultant's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to Consultant within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Consultant and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN

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STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Consultant and the Town hereby waive any rights to a trial by jury.

Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Consultant:

Section 33: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Consultant and all persons or entities employed or otherwise retained by Consultant are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of Town and shall be delivered by Consultant to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Consultant shall be withheld until all documents are received by Town as provided herein.
- B. Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Consultant that are related to this Agreement. Consultant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Consultant shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida

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Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Consultant is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Consultant's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Consultant's records, Consultant shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Consultant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Consultant shall respond to the reasonable inquiries of successor Proposers and allow successor Proposers to receive working papers relating to matters of continuing significance. In addition, Consultant shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. Independent Contractor.** Consultant is an independent contractor of Town under this Agreement. Services provided by Consultant pursuant to this Agreement shall be subject to the supervision of Consultant. In providing such services, neither Consultant nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Consultant. This Agreement shall not constitute or make Town and Consultant a partnership or joint venture.
- D. Conflicts.** Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment related to its performance under this Agreement. Consultant agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Consultant or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Consultant is permitted to utilize subcontractor to perform any services required by this Agreement, Consultant agrees to prohibit such subcontractor, by written contract, from having any conflicts within the meaning of this Section.

- E. Contingency Fee.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for

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Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- F. Materiality and Waiver of Breach.** Town and Consultant agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- G. Joint Preparation.** Town and Consultant both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Consultant shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. Truth-in-Negotiation Certificate.** Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST

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RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2022.

WITNESSES:

CONSULTANT:

By: _____
_____, _____ (title)
___ day of _____ 2022

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitreuz, Mayor
___ day of _____ 2022

By: _____
Andrew D. Berns, Town Administrator
___ day of _____ 2022

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney