

**REQUEST FOR QUALIFICATIONS
RFQ # UTIL 06-20**

**GENERAL CONSULTING SERVICES
CONTINUING CONTRACTS**



**345 Tequesta Drive
Tequesta, FL 33469**

Village of Tequesta
REQUEST FOR QUALIFICATIONS
RFQ #UTIL 06-20
GENERAL CONSULTING SERVICES – CONTINUING CONTRACTS

The Village of Tequesta is seeking Qualifications from qualified firms to provide professional engineering, architecture, planning, and surveying services related to utilities, roadways, stormwater, parks, facilities, master plans and other general consulting services for the Village of Tequesta.

Request for Qualification documents are available on the Village of Tequesta's website at www.tequesta.org, www.demandstar.com, or by contacting the Village Clerk's office at (561) 768-0443.

Sealed Qualifications must be clearly marked "**RFQ #UTIL 06-20, General Consulting Services – Continuing Contracts**" and delivered to the Village Clerk at 345 Tequesta Drive, Tequesta, Florida 33469. The deadline for submission of Qualifications is **May 26, 2020 at 5:00 P.M. local time**. Late Qualifications will not be accepted and will be returned to the sender unopened.

A public meeting of the Village's Selection Committee is expected to convene at 2:00 P.M. EST on Tuesday, June 9, 2020 in the Council Chambers at 345 Tequesta Drive, Tequesta, Florida 33469 to review and discuss rankings of the respondents.

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the request for proposal documents. Any questions regarding the completeness or substance of the request for proposal documents or the scope of services must be submitted in writing via email to Lori McWilliams, Village Clerk, lmcwilliams@tequesta.org.

The Village reserves the right to accept or reject any or all Qualifications, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the Village.

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I. GENERAL INFORMATION AND PURPOSE

1.1 PURPOSE

The Village of Tequesta (hereinafter referred to as the “Village”) seeks the submittal of proposals from qualified firms/teams who are interested in providing professional engineering, architecture, planning, and surveying services for various capital and routine projects and services.

This Request for Qualifications (RFQ) is for professional engineering services and regulatory support services in conjunction with general consulting services. Types of services include but are not necessarily limited to design and permitting of various facilities including water plants/facilities, pipelines, roadways, bridges, sidewalks, stormwater treatment and conveyance systems, parks, and HVAC systems; utility infrastructure security measures; hydraulic and water quality modeling; permitting of new or existing water and stormwater facilities for construction and operation; assistance with information requests by regulatory agencies; water and groundwater monitoring; well field sampling; hydrogeologic modeling; evaluation of technical and water quality data as required by federal, state and/or local regulations; preparation of appropriate documents, reports or maps as related to design, permitting and regulatory information requests; land surveying and geotechnical services; well construction, rehabilitation and abandonment-related engineering services; well head protection, water quality and environmental assessments; technical assistance for preparation of public information; water conservation education; feasibility studies for developing, improving and maintaining water systems; implementation of compliance projects or preparation of reports; utility system master planning; information systems development & implementation; planning including transportation planning, redevelopment plans, and strategic planning; floodplain modeling and management; community rating system (CRS) coordination; construction observation; geographic information systems (GIS) support; development review; architecture including facilities and landscaping; assistance with information requests by regulatory agencies; tree inspections by certified arborist; land surveying and geotechnical services; technical assistance for preparation of public information; feasibility studies; implementation of compliance projects or preparation of reports; and other related professional engineering and consulting services.

The Village may contract several different consultants to perform the work described. No consultant shall be contracted as the exclusive consultant. Consultants will be chosen based upon the expertise and experience listed as it pertains to the work described. Selection of a qualified firm under this RFQ is not a guarantee of work.

1.2 BACKGROUND

The Village of Tequesta, established in 1957, is located in northeast in Palm Beach County with a population of approximately 6,000 residents. The Village offers a small town feel with an incredible sense of community within one of the state’s largest urban environments

The Village provides its residents and businesses with a variety of programs and services through its

departments which include: Administration; Finance; Information Technology; Utilities; Public Works; Parks & Recreation; Planning; Building; Police; and Fire Rescue. In the approved annual budgets, the Village, through the departments, requires the assistance of general consulting services to accomplish the Capital Improvement Program and routine programs and services offered to the community.

1.3 SCOPE OF SERVICES

All services must be performed in accordance with applicable Federal, State and Local regulations.

The Village requires the support of professional engineering consultants for a variety of capital and routine projects and services related to utilities, roadways, stormwater, parks, facilities, master plans and other general consulting services. Qualified firms must follow the Village of Tequesta Standards and Specifications while performing these services.

Qualified firms, or qualified Proposal Teams, must have in-house, multi-disciplinary capabilities in at least five (5) of these fields, but more capabilities identified will enhance the scores:

- General civil engineering
- Utility master planning and hydraulic modeling
- Water quality master plans and water conservation plans
- Water quality engineering, modeling, and evaluation
- Water engineering, treatment, and evaluation
- Regulatory compliance and permitting for water and stormwater facilities
- Utility environmental affairs
- Hydrology and surface water modeling
- Hydrogeological modeling and evaluation of water quality data
- Well construction and abandonment
- Well head protection, water quality and environmental assessments
- Feasibility studies for developing, improving and maintaining water and stormwater systems
- Utility acquisition and evaluation
- Right-of-way and easement acquisition services
- Constructability plan review/value engineering
- Instrumentation and controls engineering and programming for SCADA systems
- Water and stormwater facilities operational experience
- Public involvement services, including technical assistance for preparation of public information brochures
- Water conservation education and/or enforcement
- Subsurface utility engineering and locating
- Automatic meter infrastructure (AMI)
- Rate, Connection Fee, and Revenue Sufficiency Studies
- Roadway design and construction services

- Bridge design, construction services, inspection and maintenance
- Sidewalk design and construction services
- Complete streets and intermodal transportation
- Stormwater treatment and conveyance system design and construction services
- Park design and construction services
- Park master planning services
- Redevelopment planning
- Transportation planning
- Strategic planning
- Floodplain modeling and management
- Regulatory compliance and permitting for water and wastewater facilities
- Architectural services
- Landscape architecture
- Hydrology and surface water modeling
- FEMA CRS coordination
- Land surveying
- Geotechnical engineering
- Right-of-way and easement acquisition services
- Structural engineering
- Electrical engineering
- Mechanical engineering
- Constructability plan review/value engineering
- Construction administration and construction observation-related engineering services
- Public involvement services, including technical assistance for preparation of public information brochures
- GIS & CADD design capability
- Database & Information system development related to computer maintenance management systems (CMMS)

The Village will request these services on an as-needed basis. There is no guarantee that any or all of the services described in this Agreement will be assigned during the term of this Agreement. Further, the Consultant is providing these services on a nonexclusive basis. The Village, at its option, may elect to have any of the services set forth herein performed by other consultants or Village staff.

1.4 QUALIFICATIONS

Pursuant to Section 287.055 Florida Statutes on, the Village, is accepting submittals from qualified firms or individuals to provide professional engineering services for design, permitting and construction phase engineering services for General Consulting Services within Village of Tequesta and Village of Tequesta Utility Service Area. Since Florida law requires the Village to make a determination of a Consultant's qualifications prior to their employment, the Qualification Package of this Request for Qualifications will be used by the Village to make this determination. Additionally, evaluation

points will be assigned to information contained in the package to aid in reducing the total number of submittals to a short- list of firms. Short-listed firms may be invited to make presentations for final evaluation.

Qualification submittals will be considered from qualified firms or individuals whose experience includes successful work in similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

1.5 NO ORAL INTERPRETATIONS OF THE RFQ

No Person is authorized to give oral interpretations of, or make oral changes to, this Request for Qualifications. Therefore, oral statements about the RFQ by the Village's representatives will not be binding on the Village and should not be relied upon by a Proposer. Any interpretation of, or change to, this RFQ will be made in the form of a written addendum to the RFQ. Any addendum to this RFQ will be posted on the Village's website and on DemandStar. A Proposer can only rely upon those interpretations of, or changes to, this RFQ that are issued by the Village in an addendum. By submitting a proposal, a Proposer certifies that its proposal is made without reliance on any oral representation by the Village, its agents, or employees.

1.6 REVIEWING THE RFQ AND ADDENDA

Each Proposer should closely examine all of the documents and requirements in this RFQ. It is the sole responsibility of the Proposer to ensure that he or she has received and understands all of the pages of the RFQ. In accordance with the provisions of the American with Disabilities Act, this RFQ may be requested in an alternate format.

No later than **5:00 PM EST time on Tuesday, May 19, 2020**, each Proposer shall deliver to the Village all of the Proposer's questions concerning the intent, meaning and interpretation of this RFQ. Each Proposer shall be deemed to have waived all questions that are not submitted to the Village in compliance with this Section. A Proposer's questions may be delivered to the Village by hand, mail or e-mail but all such submittals shall be submitted by the date outlined above and in writing and addressed to:

Village of Tequesta
Village Clerk
345 Tequesta Drive
Tequesta, FL 33469
lmwilliams@tequesta.org

If revisions to this RFQ become necessary, the Village will issue written addenda. All addenda must be acknowledged by each Proposer. A proposal may be rejected as non-responsive if the Proposer fails to submit an "Acknowledgement of Addendum" form with its proposal. Addenda may be

downloaded from the Village's website at www.tequesta.org or www.demandstar.com. The Village provides this website as a courtesy only and assumes no responsibility for errors or omissions that may affect a proposal submitted in response to this RFQ.

1.7 SCHEDULE AND DEADLINES FOR THE RFQ

A summary schedule of the major activities associated with this RFQ is presented below. The Village, in its sole discretion, may modify the schedule as the Village deems appropriate. The Village will provide notification of any changes to the schedule by issuing written addenda.

The following is an estimated schedule to be followed for this RFQ.

<u>Deadline</u>	<u>Date</u>
Issue of RFQ Package	April 21, 2020
Deadline for Written Questions:	May 19, 2020 – 5:00 PM
Proposal Due Date:	May 26, 2020 – 5:00 PM
Selection Committee Meeting	June 9, 2020 – 2:00 PM
Consideration / Award by Village Council	July 9, 2020 – 6:00 PM

1.8 AWARD OF THE CONTRACT BY VILLAGE COUNCIL

As soon as practicable after the Selection Committee completes its assessment of the proposals, the Selection Committee's recommendation shall be presented to the Village of Tequesta Council ("Village Council") at a duly noticed public meeting. It is anticipated that the Village Council will award the RFQ to the Proposer(s) that submits the best overall proposal, based on the Village Council's determination of the Village's best interests and the best overall value for the Village. The Village Council shall have the exclusive authority to select the best overall proposal and make any determinations concerning the responsiveness of the Proposers, the value of their proposals, the Proposers' respective abilities to satisfactorily perform the work specified in the Village's RFQ, and all other related matters. After the Village Council selects the successful Proposer(s), the successful Proposer(s) and the Village shall execute the Agreement. It is anticipated that the Village will award a contract to multiple Proposers.

1.9 FEE AND PAYMENT

During contract negotiations, the Village will negotiate fee schedules in accordance with the Village's Purchasing Code, with the goal of establishing standardized rates. The fee schedule may be adjusted after mutual written agreement beginning one year from the effective date of the agreement.

When a scope of services is requested for the formulation of a Work Authorization (WA) under an agreement for professional services, the Consultant will submit the proposed scope of work within ten (10) working days from the date of the request. The proposal will include tasks to be completed with associated costs and an overall schedule with sufficient detail to define major milestones. Once the WA is approved a notice to proceed will be issued by the Village.

The Consultant will be responsible for the preparation of a project schedule, which shows a

breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of the services. The schedule will include a Gantt Chart identifying the critical path, progress of each task and milestones. If both parties agree on the proposed schedule, a final schedule will be submitted within ten (10) working days of the notice to proceed on all assignments. The billing of services will include a progress update report, a revised schedule showing current percent complete by task and a detailed invoice showing billings per task outlined in the approved WA.

If Village staff request a change of scope, the Consultant shall notify the Village within ten (10) working days of the change and the associated cost impact. The Consultant will not proceed with additional services until receiving approval from Village.

1.10 LEGAL REQUIREMENTS

Each Proposer must comply with all federal, state, and local laws, ordinances, rules and regulations that are applicable to this RFQ and the work to be performed under the Agreement. The Proposer's lack of knowledge about the Applicable Law shall not be grounds for relief from such laws, or constitute a defense against the enforcement of such laws.

By submitting a proposal in response to this RFQ, the Proposer represents that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations that are applicable to the services required under this RFQ. If a Proposer discovers any provision in this RFQ that is contrary to or inconsistent with any law, ordinance, rule, or regulation, the Proposer shall promptly report it to the Village Clerk.

1.11 LITIGATION CONCERNING THE RFQ AND AGREEMENT

By submitting a proposal, the Proposer agrees that: (a) any and all legal actions necessary to interpret or enforce this RFQ or the Agreement shall be governed by the laws of the State of Florida; and (b) the exclusive venue for any litigation concerning this RFQ or the Agreement shall be the state and federal courts in and for Palm Beach County, Florida.

1.12 PUBLIC RECORDS

Any material submitted in response to this RFQ will become a public record and shall be subject to public disclosure consistent with the Florida Public Records Law (Part 119, Florida Statutes), except as may be provided by the Public Records Law or other applicable state or federal law. If a Proposer contends that part of its proposal is not subject to disclosure, the Proposer shall identify specifically any information contained in the proposal that the Proposer considers confidential or otherwise exempt from disclosure under the Public Records Law, and the Proposer shall cite the specific section of the law creating the exemption for such information. The Village reserves its right to make all determinations concerning the applicability of the Florida Public Records Law to any documents submitted in response to this RFQ. The Village shall have no liability to a Proposer for the public disclosure of any material submitted to the Village in response to this RFQ.

1.13 DRUG-FREE WORKPLACE

Preference shall be given to a business with a Drug-Free Work Place (DFW) program. Whenever the Village receives two or more proposals that are equal with respect to price, quality, and service, the Village may give preference to a proposal received from a business that completes the attached DFW form, see Exhibit "G", and certifies it is a DFW.

1.14 CONE OF SILENCE

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039 (the "Palm Beach County Lobbyist Registration Ordinance") and the purchasing policies of the Village of Tequesta, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Bidders or Proposers on Village Solicitations, with the Village's professional staff, and the Village Council members. The Cone of Silence is in effect as of the submittal deadline and shall terminate at the time the Village Council awards or approves an agreement, rejects all proposals or otherwise takes action which ends the solicitation process. The Village reserves the right to reject an offer from any vendor who violates the Cone of Silence.

1.15 LOBBYING

All Proposers are advised that the Village falls under the Palm Beach County Lobbyist Registration Ordinance and all Proposers must comply with that ordinance. Any violation of this requirement may cause the Proposer to be disqualified and prohibited from participating further in the RFQ process.

1.16 PROHIBITION ON SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into any agreement with the Village, or performing any work in furtherance hereof, the Successful Proposer/Consultant certifies that Consultant and Consultant's affiliates, suppliers and subcontractors that will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes. The Successful Proposer/Consultant further certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel. If the Village determines, using credible information available to the public, that a false certification has been submitted by the Successful Proposer/Contractor, the Village's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

1.17 COST OF PROPOSAL PREPARATION

The Proposer assumes all risks and expenses associated with the preparation and submittal of a

proposal in response to this RFQ. The Village shall not be liable for any expenses incurred by the Proposer when responding to this RFQ, including but not limited to the cost of making presentations to the Village.

1.18 INSPECTOR GENERAL

In accordance with Palm Beach County Ordinance No. 2011-009, any resulting contract with the selected firm may be subject to investigation and/or audit by the Palm Beach County Inspector General. Proposers should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

1.19 PROTEST PROCEDURES

After posting of the recommended awardee, any bidder or proposer who is aggrieved in connection with the recommended award may protest in writing to the Village Clerk. The right to protest is limited to those procurements of goods or services solicited through an invitation for bid, request for proposals or other competitive solicitation procedures. The protest shall be submitted within three (3) business days after posting of the award recommendation. The protest shall be in writing (which includes emails) and shall identify the protestor and the solicitation, and shall include a factual summary of the basis of the protest. Such protest is considered filed when it is received by the Village Clerk. Received means that the protest documents must be delivered to the Village Clerk's office by the cut off time period. The Village Manager shall have the authority to uphold or deny the protest. The Village Manager shall issue a written statement of their determination within a reasonable period of time. The written statement shall provide the general rationale for said determination and shall be provided to the protestor and to any other party to the protest.

1.20 NON-COLLUSION

Proposer certifies that this proposal is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in contract cancellation, return of materials or discontinuation of services, and the possible inability of Proposer to bid on future projects.

1.21 CODE OF ETHICS

If any Proposer violates or is a party to a violation of the Code of Ethics of the Village, Palm Beach County, and/or of the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this RFQ or from furnishing the goods or services for which this RFQ is submitted and may be further disqualified from bidding on any future RFQ's for work or for goods or services for the Village.

1.22 CONFLICT OF INTEREST

The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the Village, the Palm Beach County Code of Ethics, and found in the Florida Statutes. All Proposers must complete the Conflict of Interest Form attached hereto as Exhibit "E".

1.23 ADA ACCESIBILITY

The Village of Tequesta strives to be an inclusive environment. As such, it is the Village's policy to comply with the requirements of Title II of the American with Disabilities Act of 1990 ("ADA") by ensuring that the Contractor's [agreement/bid documents and specifications] are accessible to individuals with disabilities. To comply with the ADA, the Contractor shall provide a written statement indicating that all [agreement/bid documents and specifications], from Contractor, including files, images, graphics, text, audio, video, and multimedia, shall be provided in a format that ultimately conforms to the Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines 2.0 (Dec. 11, 2008) ("WCAG 2.0 Level AA"), published by the World Wide Web Consortium ("W3C"), Web Accessibility Initiative ("WAI"), available at www.w3.org/TR/WCAG/. Such ADA Compliancy Statement is attached hereto as Exhibit "J".

1.24 STANDARD VILLAGE AGREEMENT

Any Proposer/Consultant submitting a proposal in response to this RFQ agrees to all terms and conditions contained within the Village's standard agreement, attached hereto as Exhibit "K".

II. SUBMITTAL INFORMATION

- 2.1 The RFQ is designed to provide the necessary information about your firm. Qualification Packages shall be submitted in a sealed envelope labeled with the Proposer's name, contact information, and the Request for Qualification (RFQ) Number. The original and each copy shall be identified as follows: RFQ Number, RFQ Name, Due Date/Time.
- 2.2 Qualification Packages shall be submitted on 8½" by 11" paper, neatly typed, with normal margins and spacing. One (1) unbound original, six (6) bound copies, and a .pdf copy on a CD or USB thumb-drive.

- 2.3 Responses to the RFQ must be signed in ink by an authorized officer of the proposing firm, who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Qualifications by the Proposer will be considered by the Village as constituting an Offer by the Proposer to perform the required services.
- 2.4 One original, and six (6) copies, and a .pdf copy on a CD or thumb drive of the Qualification Package must be received in the office of the Village Clerk, Village Hall, 345 Tequesta Drive, Tequesta, FL 33469, no later than by than **5:00 PM EST time on Tuesday, May 26, 2020**, at which time a list of respondents will be made public.
- 2.5 In accordance with the American with Disabilities Act (ADA) this document may be requested in an alternate format.

III. EVALUATION AND SCORING

Selection will be in accordance with the Consultant's Competitive Negotiations Act, as amended, Section 287.055, Florida Statutes. The selection process consists of evaluation and scoring by the Selection Committee, as appointed by the Village Manager. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the Total Points and Weighted Score awarded to each firm. Both criteria will be used to rank each firm 1,2,3,4, etc. The ranking of each firm will be tabulated from each Committee Member and combined with other Committee Members to determine the total score and weighted score for the firm.

The Evaluation Criteria is made up of the categories below that collectively represent a Grand Total Point Value of 100 points, as described herein. The points indicated below as "Points Possible" are the maximum that can be allocated for each category. The point value shall be the basis of establishing a ranking of RFQ submittals.

1. **Qualifications of Team:** Scoring will be based on the qualifications and relevant experience of the project manager, key personnel and consultants proposed for the project. This includes relevant knowledge and experience on similar projects that will translate into the successful execution of the project.
2. **Experience and Expertise:** Teams will be evaluated based on their recent experience on similar projects, how the projects translate to success on this project, quality of those projects, maintenance of the schedule, construction change orders due to design deficiencies, problems encountered and the means to solve them.
3. **Project Delivery and Approach:** Scoring for this category will consider the team organization, understanding of the Village's needs and challenges, the project management and communication plan, ability to meet budget and provide services in a timely manner, and how quality and accuracy are ensured.
4. **Firm's Resources, Personnel Availability and Commitment:** The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and

within budget. Firm must also demonstrate flexibility to complete projects per the Village's specifications.

5. **References:** References will be evaluated based on their ratings, how relevant the project is to this RFQ, and specific comments provided by the references.

Failure to respond to all the items listed above may result in a lower overall score and may hinder your chances of being selected.

<u>EVALUATION CATEGORIES</u>	<u>POINTS POSSIBLE</u>
Qualifications of Team	25
Experience and Expertise	25
Project Delivery and Approach	20
Firm's resources, personnel availability and commitment	15
References	15
GRAND TOTAL OF POINTS	100 POINTS

If you have any questions concerning the Qualification Package or these instructions, please submit your questions in writing or email only to the Utilities Director, 345 Tequesta Drive, Tequesta, Florida, 33469. Email lmwilliams@tequesta.org.

IV. QUALIFICATION PACKAGE

- 4.1 Submit this portion of the Request for Qualifications as your firm's Qualification Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the Village to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by or known to the Village.
- 4.2 The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the Village in awarding the contract and such information is warranted by Proposed to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the Village to reject the Qualifications Package, and if after the award, to cancel and terminate the award and/or contract.
- 4.3 Each submittal must include the attached checklist labeled "Exhibit A". This checklist must appear immediately after the cover letter. To ensure that all submittals can be evaluated on an equitable basis, the RFQ requires each respondent to provide the requested information in a prescribed format and organization that excludes supplemental materials. Any supplemental information included with the response must appear after the required materials and tabbed "Additional RFQ Information", or under separate cover. The submittal package should be organized as listed below with one tab for each item.

The Qualification Package must be organized in the following manner:

Tab #1 Cover Letter, Checklist, & Acknowledgement of Addenda

- 1.1 Please address firm's history, resources and summary of qualifications in cover letter.
- 1.2 Checklist (Exhibit A)
- 1.3 Acknowledgment of Addenda (Exhibit B)
- 1.4 Offeror's Acknowledgment (Exhibit C)

Tab #2 Consultant Profile

- 2.1 If a corporation, complete the following:
 - 2.1.1 Firm name, address and phone number: (specify if different than parent company)
 - 2.1.2 Address of proposed office in charge (including Phone No. And Fax No., email address)
 - 2.1.3 Type of firm: corporation, individual, other; If corporation, complete the following:
 - 2.1.4 Date incorporated
 - 2.1.5 State of incorporation
 - 2.1.6 Date authorized to do business in Florida
 - 2.1.7 President, Vice President, Secretary
 - 2.1.8 Federal Employers Identification Number
- 2.2 If partnership, complete the following:
 - 2.2.1 Firm name, address and phone number: (specify if different than parent company)
 - 2.2.2 Address of proposed office in charge (including Phone No. And Fax No., email address)
 - 2.2.3 Date organized, Type: General, Limited
 - 2.2.4 Names and addresses of Partners
 - 2.2.5 Federal Employers Identification Number
- 2.3 Do you have a job cost account system?
 - 2.3.1 If yes, answer the following:
 - Does the system separate and accumulate direct and indirect costs (both labor and expenses)?
 - Individual job cost ledgers maintained by job to support direct costs as accumulated in the general ledger?
 - Is subsidiary job cost reconciled on a regular basis with the general ledger?
 - Are time and expense reports utilized in the separation of direct and indirect costs?

- 2.4 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past ten (10) years. Include in the description the disposition of each such petition.
- 2.5 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last ten (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.
- 2.6 List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.
- 2.7 Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details. Please note number
 - 2.7.1 Public Entity Crimes: Pursuant to F.S. 287.133 as amended: 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 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 qualifications 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Tab #3 Proposed Project Team Firms

- 3.1 For each **consultant / discipline offered**, please list the following:
 - Name of Consultant
 - Florida State License Number (Department of Business & Professional Regulation);
 - Copy of Corporate Charter Number, if a corporation, as issued by the Division of Corporations, Department of State.

Tab #4 Experience and Expertise

- 4.1 List projects completed and/ or held, specific and comparable, to this project. Indicate:

- Client Name, contact person and title, address, telephone number and fax number
 - Description of the project including project starting and ending dates.
 - Principal/Project Manager in Charge, licensing/ certifications, various team positions, whether or not team member is still with the firm
 - Whether your firm was the primary or subcontractor
 - Consultant cost
 - Change orders issued with explanation of same.
- 4.2 Include firms overall experience specific to this Request for Qualifications.

Tab #5 Key Proposed Project Team Personnel

- 5.1 Firm/Team Organizational Chart
- 5.2 Indicate the proposed project team key personnel for the applicant, consultants, and/or professional/technical staff. For each individual listed, show discipline(s) of licensure/training.
- 5.3 Include resumes for all key proposed project team personnel.

Tab #6 Project Delivery and Approach:

- 6.1 Describe the project delivery plan for the project including the communication plan, how you propose to respond to requests for specific projects, how projects will be managed to meet schedule and budget requirements.
- 6.2 Include any innovative approaches to providing the services.
- 6.3 Briefly describe firm's quality assurance/quality control program.

Tab #7 References

- 7.1 Submit a completed Project Specific Reference form (Exhibit D) for projects that are listed in Tab #4. References must be for specific/similar projects, a minimum of three (3) references are required.

Tab #8 Attachments

- 8.1 Attach a copy of the current Florida Department of Business & Professional Regulation License(s)/ registration with the appropriate Board(s) for your firm and each of the license numbers listed in Tab #3 and Tab #5.
- 8.2 Submit your State of Florida proof of incorporation

- 8.3 If not a corporation, submit a copy of your State of Florida Division of Corporations form showing your State registration or your license if you are a sole proprietorship.
- 8.4 Conflict of Interest Disclosure Form (Exhibit "E")
- 8.5 Notification of Public Entity Crimes Law (Exhibit "F")
- 8.6 Drug Free Workplace (Exhibit "G")
- 8.7 Non-Collusion Affidavit (Exhibit "H")
- 8.8 Truth-In-Negotiation Certificate (Exhibit "I")
- 8.9 Village Clerk's Office ADA Compliancy Statement (Exhibit "J")
- 8.10 W-9 Form
- 8.11 Standard Village Agreement (Exhibit "K")

Tab #9 Additional RFQ Information

V. AWARD OF CONTRACT

Based on final rankings resulting from the above described process, the Selection Committee will make a recommendation to the Village Council for the award of a contract or contracts. **It is anticipated that the Village will award a contract to multiple Proposers.**

The Village intends to initially award a number of three (3) year contracts with an option to renew annually for two (2) additional years, up to a total of five (5) years (3-year contract plus 2 one-year renewals). Renewals will be automatic unless either party provides a minimum of 30-day notice prior to the renewal of their intent not to renew.

EXHIBIT A – CONSULTANT CHECKLIST

Note:

- 1) This Exhibit must be included in RFQ immediately after the cover letter.
- 2) RFQ Package must be put together in order of this checklist.
- 3) Any supplemental materials must appear after those listed below and tabbed “Additional RFQ Information”

- ___ Cover Letter (Tab 1)
- ___ Copy of this Check List – Exhibit A (Tab 1)
- ___ Acknowledgment of Addenda – Exhibit B (Tab 1)
- ___ Offeror’s Acknowledgment – Exhibit C (Tab 1)
- ___ Consultant Profile (Tab 2)
- ___ Proposed Project Team Firms (Tab 3)
- ___ Specific Related Experience of the Firm (Tab 4)
- ___ Key Proposed Project Team Personnel (Tab 5)
- ___ Project Team Staffing Experience (Tab 5)
- ___ Project Delivery and Approach (Tab 6)
- ___ References – Exhibit D (Tab 7)
- ___ Conflict of Interest Statement – Exhibit E (Tab 8)
- ___ Notification of Public Entity Crimes Law – Exhibit F (Tab 8)
- ___ Confirmation of Drug-Free Work Place – Exhibit G (Tab 8)
- ___ Non-Collusion Affidavit – Exhibit H (Tab 8)
- ___ Truth-In-Negotiation Certificate – Exhibit I (Tab 8)
- ___ Village Clerk’s Office ADA Compliancy Statement – Exhibit J (Tab 8)
- ___ W-9 Form (Tab 8)
- ___ Standard Village Agreement – Exhibit K (Tab 8)

EXHIBIT B – ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

EXHIBIT C – OFFEROR’S ACKNOWLEDGMENT

EXHIBIT D – PROJECT SPECIFIC REFERENCE FORM

Company under Review: _____

RFQ No.: UTIL 06-20

Reference: _____

RFQ Title: General Consulting Services

Name/Title: _____

Phone: _____

Project: _____

Fax: _____

Project Manager: _____

Lead Professional: _____

Other Key Project Personnel: _____

Describe the scope of work of the contract awarded by your company/agency to this firm:

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?		
2.	Rate the quality of customer service and the competence and accessibility of the personnel.		
3.	Rate how well the firm listened and understood the project specific needs of your organization.		
4.	Rate how well the firm met the major schedule milestones for the project.		
5.	Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc.		
6.	Rate the overall quality of the work.		
7.	Rate the technical competence of the firm and its consultants.		

No.	Questions	Rating	Comments
8.	Rate the integrity and professionalism of the firm.		
9.	If you have a similar contract to undertake in the future, would the firm be considered? Yes <input type="checkbox"/> No <input type="checkbox"/>		

Rating: 1=Poor 2=Fair 3=Average 4=Good 5=Excellent

Signature _____

Date _____

EXHIBIT E – CONFLICT OF INTEREST STATEMENT

EXHIBIT F – NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a 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 Qualifications on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

EXHIBIT G – CONFIRMATION OF DRUG-FREE WORK PLACE

EXHIBIT H – NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Proposer that has submitted a Qualification to perform work for the following:

RFQ No.: UTIL 06-20 Title: General Consulting Services

b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

c. Such Proposal is genuine and is not a collusive or sham Proposal.

d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has 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 Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposal, or to fix any overhead, profit, or cost element 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 the Village or any person interested in the proposed contract.

e. 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 of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 2020, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

EXHIBIT I – TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants:

- i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and
- ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

Name:

Title:

Date:

Signature:

EXHIBIT J – VILLAGE CLERK’S OFFICE ADA COMPLIANCY STATEMENT

EXHIBIT K – STANDARD VILLAGE AGREEMENT

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, between the Village of Tequesta, a municipal corporation with offices located at 345 Tequesta Drive, 33469 (hereinafter referred to as the “Village”) and _____, a Florida corporation with offices located at _____ (hereinafter referred to as “Engineer”) is entered into this ____ day of _____, 2020, effective immediately.

WHEREAS, the Village requires certain engineering services, including but not limited to engineering services for its water utility/system and general civil projects, hereinafter referred to in general terms as “Work”; and

WHEREAS, the Village has selected Engineer under the provisions of Sec. 287.055, *Florida Statutes*, also known as the “Consultant’s Competitive Negotiation Act” (“CCNA”) and desires to enter into a “continuing contract” with Engineer within the meaning the CCNA for provision of Work related services pursuant to this Agreement; and

WHEREAS, the Engineer has represented to the Village that it is capable and prepared to provide such Work services under the terms and conditions set forth herein.

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

ARTICLE 1. TERM; AGREEMENT NOT EXCLUSIVE

This Agreement shall remain in effect for a term of three (3) years from the date of this Agreement with two (2) one (1) year options to renew, unless otherwise terminated as provided herein at Article 13. Each option to renew shall be exercised automatically unless either party gives notice to the other at least thirty (30) days prior to the end of the term of its intent not to renew. Additionally, the parties may extend the Agreement upon mutually acceptable terms and conditions. Any such extension shall be in writing and must be executed by both parties. The extension may provide for the completion of all tasks previously authorized by the Village in accordance with Article 2 unless terminated in accordance with Article 13 hereinbelow, or allowed to lapse by failure to extend same at the end of the term. Any and all CSA Work authorizations issued during the term of this Agreement (including any extensions) shall remain in full force and effect beyond the term of this Agreement (including any extensions) as set forth herein, unless otherwise terminated in accordance with Article 13 hereinbelow.

Nothing in this Agreement shall prevent the Village from employing other consultants to perform the same or similar services. The Village also retains the option, at its sole discretion, to perform any and all professional engineering services by utilizing Village employees or other engineers.

ARTICLE 2. SERVICES TO BE PERFORMED BY ENGINEER; INSTRUMENT OWNERSHIP

2.1 Services

Engineer shall perform certain professional general civil/engineering services and such other related services as may be required by the Village from time to time which are specifically authorized by the Village and set forth in a specific Scope of Services (herein referred to as the "Work"). Each such specific authorization will be referred to as a Consultant Services Authorization ("CSA"). Each CSA shall be designated as a consecutively numbered exhibit to this Agreement and shall be attached hereto and incorporated by reference as part of this Agreement. Each CSA form will set forth a specific scope of services, total amount of compensation and completion date. An individual CSA for projects costing up to twenty five thousand dollars (\$25,000.00) must be approved by the Village Manager prior to commencement of any work by Engineer, as more particularly set forth below (2.3 – Process). For all projects valued in excess of twenty five thousand dollars (\$25,000.00), the individual CSA must be approved by the Village Council prior to commencement of any work by Engineer. Typical projects that may be authorized include, but are not necessarily limited to the following:

1. Raw water pipe cleaning
2. Chemical feed system upgrade
3. Stormwater design
4. SCADA system upgrade
5. Filter Plant Upgrade
6. New MCC Room
7. Membrane Replacement
8. Aluminum Covers for Chlorine Tanks
9. All types of permitting
10. Roadway design

2.2 Ownership

All instruments of professional services including, but not limited to, documents, records, disks, original drawings and/or other information created and/or procured by Engineer for any authorized Project shall become the property of the Village upon completion of the work for which the asset was utilized and upon payment by the Village in accordance with the applicable CSA and Article 16.

2.3 Process

The Village and Engineer will confer prior to the issuance of any CSA to discuss the scope of the Work, the time needed to complete the Work, including phasing, if any, and the fees for services to be rendered in connection with the Work. Thereafter, Engineer will submit a proposed CSA to Village which shall state with specificity and detail the scope of Work, the time for completion, including phasing, if any, and the fees. CSAs may divide the Work into individual tasks or phases, as discussed between the Village

and Engineer prior to the issuance of the CSA. At the discretion of Village Manager, CSAs for certain general utility and civil services of minimal scope (those that do not exceed \$15,000.00 total cost per CSA) may be issued verbally for purposes of expediency, but shall be followed up by Engineer with a written CSA as soon as practical. Additionally, at the discretion of Village, a written CSA for general Work services to be performed over a specified period of time (months, or years) may be issued. In such event, Engineer shall invoice Village from time to time, pursuant to Article 3 hereinbelow, against the agreed fees based on authorization from the Village Manager.

Engineer shall commence no Work prior to receipt of Village authorization. Engineer shall not exceed the fee amount in any CSA without prior Village authorization.

Village agrees to cooperate with Engineer at all times with the provision of plans or other data in the possession of Village and available in Village files for any Work authorized hereunder.

ARTICLE 3. COMPENSATION

3.1 General

The Village shall pay Engineer in accordance with each individual CSA; however such CSA shall be based upon the Fee Schedule attached hereto as Exhibit "A" and incorporated by reference as part of this Agreement. Such Fee Schedule may be adjusted by mutual consent of both parties. Compensation based upon such Fee Schedule will be negotiated as a lump sum price or as an hourly rate for each individual CSA as set forth in Article 2 hereinabove. Payments shall be made by Village to Engineer on a monthly basis, pursuant to Engineer's invoice for Work completed.

3.2 Reimbursable Expenses

All requests for payment of "out-of-pocket" expenses which may be eligible for reimbursement shall be included on the individual CSA applicable to the project. Copies of paid receipts, invoices or other documentation acceptable to the Village Manager may be requested by the Village for documentation sufficient to establish that the expense was actually incurred. No payment will be made for items not listed on the CSA unless approved by the Village Manager prior to the expenditure by Engineer.

ARTICLE 4. INSURANCE

During the performance of the services under this Agreement, Engineer shall maintain the following insurance policies written by an insurance company authorized to do business in Florida:

1. **Professional liability** insurance with bodily injury limits of not less than \$2,000,000 for each claim, and with property damage limits of not less than \$2,000,000 for each claim.
2. **General and Automobile liability** insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident and with property

damage limits of not less than \$500,000 for each accident, and any greater limits as may otherwise be required by law.

3. **Workers' Compensation** insurance in accordance with statutory requirements.

Engineer shall furnish the Village certificates of insurance which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the Village. Engineer shall include the Village as an additional insured on the general and automobile liability insurance policies required by the Agreement. All of Engineer's subcontractors shall be required to include the Village and Engineer as additional insureds on their general and automobile liability insurance policies. Engineer shall not commence work under this Agreement or any CSA issued hereunder until all insurance required as stated herein has been obtained and certificates evidencing same are on file with the Village.

ARTICLE 5. STANDARD OF CARE

Engineer shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a comparable professional under similar circumstances and shall be obligated to correct services which fall below such standards at no additional cost to the Village. Engineer agrees that all services shall be performed by skilled and competent personnel.

ARTICLE 6. INDEMNIFICATION

Engineer agrees to protect, indemnify, provide costs of defense and hold harmless the Village, its employees and representatives, from and against any and all claims and liabilities, including all attorneys' fees and court costs, including appeals, for which the Village, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property to the extent occurring by reason of any negligent or intentional acts or omissions of Engineer, its employees or agents, including subcontractors, in the performance of services under this Agreement. Engineer shall not be required to indemnify the Village or its agents, employees or representatives when an occurrence results from the wrongful acts or omissions of the Village or its agents, employees or representatives. The terms and conditions of this Article shall survive the completion of all services, obligations and duties provided for in this Agreement as well as the termination of this Agreement for any reason.

ARTICLE 7. INDEPENDENT CONTRACTOR

Engineer undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance utilized. Engineer shall not pledge the Village's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. Engineer further warrants and represents that it has no obligation or indebtedness that would

impair its ability to fulfill the terms of this Agreement.

ARTICLE 8. AUTHORITY TO PRACTICE

Engineer hereby represents and agrees that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9. COMPLIANCE WITH LAWS

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

ARTICLE 10. SUBCONTRACTING

The Village reserves the right, in its sole discretion, to accept or reject the use of a subcontractor and to inspect all facilities of any subcontractor to insure that the selected subcontractors will be able to perform properly under this Agreement. If a subcontractor fails to perform or make progress as required by any CSA and it becomes necessary to replace the subcontractor in order to complete the work in a timely fashion, Engineer shall promptly provide a replacement, subject to acceptance of the new subcontractor by the Village.

ARTICLE 11. FEDERAL AND STATE TAXES

The Village is exempt from federal tax and state sales and use taxes. Upon request, the Village will provide an exemption certificate to Engineer. Engineer is not exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with the Village, nor shall Engineer be authorized to use the Village's Tax Exemption Number in securing such materials.

ARTICLE 12. AVAILABILITY OF FUNDS

The obligations of the Village under this Agreement and any CSA are subject to the availability of funds lawfully appropriated for its purpose by the Village Council of the Village of Tequesta. Engineer may rely on the execution of an individual CSA as evidence that funds have been appropriated.

ARTICLE 13. TERMINATION OF AGREEMENT

This Agreement, or any CSA issued hereunder, may be terminated by either party with or without cause upon thirty (30) days prior written notice to the other. Unless Engineer is in breach of this Agreement, Engineer shall be paid for services rendered to the Village's reasonable satisfaction through the date of termination. Notice as required hereunder shall be sufficient when provided in accordance with Article 14 hereinbelow.

ARTICLE 14. NOTICE

Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person, by facsimile or sent by certified mail as follows:

AS TO VILLAGE	WITH COPY TO	AS TO ENGINEER
Jeremy Allen Village Manager Village of Tequesta 345 Tequesta Drive Tequesta, FL 33469	Keith W. Davis, Esq. Village Attorney Davis & Ashton, P.A. 701 Northpoint Parkway, Suite 205 West Palm Beach, FL 33407	

Notices shall be effective when received at the addresses as specified above. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e., printed) after 5:00 p.m. on weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be sent by certified mail. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice sent by regular mail or facsimile to the other party.

ARTICLE 15. UNCONTROLLABLE FORCES

Neither Village nor Engineer shall be deemed in default of this Agreement if delays or failure of performance is due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable force(s)" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. Notice as required hereunder shall be sufficient when provided in accordance with Article 14 hereinabove.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

ARTICLE 16. OWNERSHIP OF DOCUMENTS

Engineer shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. All instruments of professional services, including, but not limited to, documents, records, disks, original drawings or other information created or procured by Engineer for any project which is the subject of this Agreement and an individual CSA shall, upon completion of the work and payment of all monies due Engineer, become the property of the Village for its use and/or distribution as may be deemed appropriate by the Village. However, both parties specifically acknowledge and agree that any re-use of such documents by the Village, for other than the specific purpose intended, without written verification and adaption by Engineer for such specific purpose will be at the sole risk of the Village and without liability or legal exposure to Engineer.

ARTICLE 17. ACCESS AND AUDITS

Engineer shall maintain adequate records to justify all charges and costs incurred in performing work authorized under this Agreement and individual CSAs for at least three (3) years after completion of the applicable project. The Village shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal working business hours at Engineer's place of business.

ARTICLE 18. NON-DISCRIMINATION

Engineer represents that all of its employees are treated in a fair and equitable manner without regard to race, color, religion, gender, age or national origin.

ARTICLE 19. ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incidental to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 20. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in the state or federal courts in and for Palm Beach County and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Village and Engineer each binds itself and its partners, successors, assigns and legal representatives to the other party in this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives. Engineer shall not assign this Agreement without the express written approval of the Village.

ARTICLE 22. SEVERABILITY

The invalidity, illegality or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

ARTICLE 23. OFFICE OF THE INSPECTOR GENERAL

Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

ARTICLE 24. PUBLIC RECORDS

In accordance with Sec. 119.0701, *Florida Statutes*, Engineer must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described herein and in Engineer's proposal. Upon request from Village's custodian of public records, Engineer must provide Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Should Engineer fail to provide the public records to Village, or fail to make them available for inspection or copying, within a reasonable time, Engineer may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, Engineer shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described herein and in Engineer's proposal are not disclosed except as authorized by law for the duration of the Agreement term, and following completion

of the Agreement if Engineer does not transfer the records to the Village. Finally, upon completion of the Agreement, Engineer shall transfer, at no cost to the Village, all public records in possession of Engineer, or keep and maintain public records required by the Village. If Engineer transfers all public records to the Village upon completion of the Agreement, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Engineer shall be entitled to retain a copies of documents it creates for record purposes, pursuant to the requirements of this Article and Chapter 119, *Florida Statutes*. If Engineer keeps and maintains public records upon completion of the Agreement, Engineer shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to Village, upon request from Village's custodian of public records, in a format that is compatible with Village's information technology systems.

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT lmcwilliams@tequesta.org, OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.

ARTICLE 25. ENTIRETY OF AGREEMENT

The Village and Engineer agree that this Agreement, including Exhibit "A" Fee Schedule; Exhibit "B" Engineer's Proposal submitted in response to Village's RFQ, which is hereby incorporated into this Agreement; and all required insurance, licenses and approvals required by this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

ATTEST:

Village of Tequesta

Lori McWilliams, MMC, Village Clerk

Abigail Brennan, Mayor

(SEAL)

Approved as to form and legal
sufficiency

Keith W. Davis, Esq., Village Attorney

WITNESSES:

(Corporate Seal)