

**TOWN OF HIGHLAND BEACH
REQUEST FOR QUALIFICATIONS**

**PROFESSIONAL CONSULTING SERVICES
URBAN DESIGN / LANDSCAPE ARCHITECTURE / CIVIL ENGINEERING
RFQ NO. 2018-04**

The Town of Highland Beach, Florida, is requesting qualifications from firms for the visioning design and construction management of the Highland Beach Ocean Walk Project. More information on this phased project may be found in Exhibit A. Urban Design / Landscape architecture / civil engineering services may include but are not limited to conceptual studies sufficient to prepare illustrative materials for public information associated with a Referendum for the project, preparation of probable costs statements, landscape related planning services, hardscape design, monument signage, sidewalk engineering, embedded art, improvements at the Town Hall A1A frontage and walkway to the Public Library, gathering nodes, shelters, irrigation design, crosswalk design and engineering, lighting design services, permitting assistance, grant assistance, bid and proposal development services, and services during construction.

RFQ packages shall be submitted to the Town Clerk, 3614 S. Ocean Blvd., Highland Beach, Florida, 33487, no later than **Thursday, August 2, 2018 at 2:00PM EST**. No responses will be accepted after that time. RFQ packages shall include one (1) original and two (2) flash drives with one single PDF file of the entire proposal package on each flash drive. Response packages are to be enclosed in sealed envelopes/packages addressed to the Town Clerk, Town of Highland Beach, and marked "**SEALED RFQ FOR URBAN DESIGN/ LANDSCAPE ARCHITECTURE/CIVIL ENGINEERING SERVICES 2018-04**".

SELECTION PROCEDURES

Selection will be in accordance with the Consultant's Competitive Negotiations Act, as amended, Section 287.055, Florida Statutes. The Selection Committee, appointed by the Town Manager, shall evaluate the qualifications submitted by the firms using criteria as outlined in the RFQ to develop a short-list. The selection committee may require public presentations by short-listed consulting firms regarding their qualifications, approach to the project, and the ability to furnish the required services.

The Selection Committee will evaluate all proposals received and rank the respondents considered best qualified to serve the Town's interest for this assignment.

Ranking of firms and final selection will be based on the following criteria:

1. Overall expertise and technical competence of the firm(s) in the listed qualifications.
2. Professional qualifications/certifications of staff personnel/capacity of assigned and identified staff to accomplish work.
3. Team qualifications and division of services between in-house capabilities and subconsultants.

4. Expertise in conducting Public Workshops and Charettes and providing information to the public.
5. Expertise in development of linear parks/pathways.
6. Expertise in flood control/mitigation/management.
7. Expertise in pedestrian and bicycle safety.
8. Ability to perform the services expeditiously. Location and availability of technical support people and assigned project manager to the Town.

The Respondent will be required to furnish documentation showing that he/she is in compliance with the licensing requirements of the State and the provisions of the Code of Ordinances of the Town of Highland Beach. Compliance with these provisions is required before the Respondent can enter into the Agreement contained in the Request for Qualifications. Specifically, the Respondent shall demonstrate that he/she holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

RESPONSE MUST BE SUBMITTED ON THE PRESCRIBED FORMS AND INCLUDE A COVER LETTER.

THE RESPONDENT MUST BE LICENSED IN PROFESSIONAL SERVICES BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

All certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his/her place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before an Agreement will be awarded for Respondent providing Landscape Architecture/Civil Engineering Services, the Town will conduct such investigation as is necessary to determine the performance record and ability of Responders. Upon request, Respondents shall submit such information as deemed necessary by the Town to evaluate Respondent qualifications.

For information concerning this Request for Qualifications, please contact Lanelda Gaskins, Town Clerk, only in writing and requests for information must be received at least ten (10) days prior to the date fixed for opening of responses to RFQ. The contact email address is lgaskins@highlandbeach.us. The Town's "Cone of Silence" does not allow verbal communications.

As stated above at the time of the Response submittal, the Respondent must provide satisfactory documentation of State Licenses. The Respondent shall furnish documentation showing that he/she is in compliance with the licensing requirements of County, and Town licenses as would be required within ten days of the award. The successful Respondent must also be able to satisfy the Town Attorney as to such insurance coverage and legal requirements as may be demanded by the Response in question. The Town may reject Responses for any of the following reasons: (1) for budgetary reasons, (2) if the Responder misstates or conceals a material fact in its Response, (3) if the Response does not strictly conform to the law or is non-responsive to the Response requirements, (4) if the Response

is conditional, (5) if a change of circumstances occurs making the purpose of the Response unnecessary to the Town, or (6) if such rejection is in the best interest of the Town. The Town may also waive any minor informalities or irregularities in any Response.

RFQ DOCUMENTS may be obtained from DemandStar by Onvia at www.demandstar.com or the Town Website at www.highlandbeach.us

ADVERTISEMENT

REQUEST FOR QUALIFICATIONS

URBAN DESIGN/ LANDSCAPE ARCHITECTURAL / CIVIL ENGINEERING SERVICES

NOTICE is hereby given to prospective proposers that the Town of Highland Beach (Town) is seeking Urban Design/ Landscape Architectural / Civil Engineering Services: RFQ No 18-004. The Clerk of the Town of Highland Beach, Florida at 3614 S. Ocean Blvd will receive responses to Request for Qualifications until **Thursday, August 2, 2018 at 2:00PM EST**. Late Responses will not be considered. RFQ DOCUMENTS may be obtained from DemandStar by Onvia at www.demandstar.com/supplier or the Town Website at www.highlandbeach.us Respondents shall submit one (1) original response and 2 USB flash drives with each USB flash drive containing one PDF file of the full response. Response packages are to be enclosed in sealed envelopes/packages addressed to the Town Clerk, Town of Highland Beach, and marked "**SEALED RFQ FOR URBAN DESIGN/LANDSCAPE ARCHITECTURE/CIVIL ENGINEERING SERVICES 2018-04**".

TOWN CLERK

TOWN OF HIGHLAND BEACH
3614 S. OCEAN BOULEVARD
HIGHLAND BEACH, FL 33487

I. PURPOSE:

The Town of Highland Beach requires the services of a qualified firm(s) to provide urban design/ landscape architectural and civil engineering services for the Ocean Walk Project. More information on the Ocean Walk Project may be found in Exhibit A. These services may include, but are not limited to, conceptual studies sufficient to prepare illustrative materials for public information associated with a Referendum for the project, preparation of probable costs statements, landscape related planning services, hardscape design, monument signage, sidewalk engineering, embedded art, improvements at the Town Hall A1A frontage and walkway to the Public Library, gathering nodes, shelters, irrigation design, crosswalk design and engineering, lighting design services, permitting assistance, grant assistance, bid and proposal development services, and services during construction. The Town intends to retain a qualified firm to provide the services for the entirety of the project. The selected consultant(s) will be required to abide by all applicable federal, state and local laws and ordinances.

Florida law requires the Town of Highland Beach to make a determination of a firm's qualification to perform engineering/architectural work prior to the firm's retention. The information submitted in response to this Request for Qualifications (RFQ) will be used by the Town to make this determination. Selected firms may then be invited to make presentations to the selection committee, at a future date.

QUALIFICATIONS

Respondents must demonstrate expertise and relevant experience in providing Urban Design/ Landscape Architecture / Civil Engineering consulting services including, but not limited to, the following:

- Streetscapes
- Hardscapes, monuments, and embedded art
- Softscapes and Xeriscape Practices
- Signage and Wayfinding
- Lighting and imagery
- Site Design including Civil Engineering and Land Surveying
- Knowledge of Native Plants and Plant Selection Experience for a coastal environment
- Irrigation Design and Installation
- Bicycle and Pedestrian Planning and Shelters
- "Green" Task Orders, Ecological and Environmental Design
- Landscape Installation Oversight
- Flood control/mitigation/management

The proposed firm must have registered Professional Landscape Architect(s) and Civil Engineers on their respective staffs and be certified to perform landscape architectural and civil engineering services within the State of Florida at the time of RFQ submission.

The Town reserves the right to select an Urban Design/Landscape Architecture firm separate from their proposed Civil Engineers and Land Survey consultants and select different consultants as necessary in the best interests of the Town.

The qualification package shall, at a minimum, demonstrate:

- Capacity of assigned and identified staff to accomplish work.
- Ability to perform the services expeditiously at the request of the Town and availability of technical support people and assigned Task Order manager to the Town within a reasonable time frame will be a factor in overall evaluation.
- Experience in coastal communities.
- Experience working with Florida Department of Transportation.
- Comparable work over the past 5 years.
- Experience in Palm Beach County.

Qualification packages shall be limited to 25 double sided pages not including PART 2 / FORMS & AFFIDAVITS.

1.1 No Oral Interpretations of the RFQ

No Person is authorized to give oral interpretations of, or make oral changes to, this RFQ. Therefore, oral statements about the RFQ by the Town's representatives will not be binding on the Town 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 Town's website. A Proposer can only rely upon those interpretations of, or changes to, this RFQ that are issued by the Town in an addendum. By submitting a proposal, a Proposer certifies that its proposal is made without reliance on any oral representation by the Town, its agents, or employees.

1.2 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 **Thursday, August 2, 2018 at 2:00PM EST**, each Proposer shall deliver to the Town 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 Town in compliance with this Section. A Proposer's questions may be delivered to the Town by hand, mail, e-mail, or fax, but all such submittals shall be in writing and addressed to:

Lanelda Gaskins
lgaskins@highlandbeach.us
Town Clerk, Town of Highland Beach
3614 South Ocean Blvd.

Highland Beach, FL 33487

If revisions to this RFQ become necessary, the Town will issue written addenda. All addenda must be acknowledged by each Proposer. A proposal may be rejected as nonresponsive if the Proposer fails to submit an "Acknowledgement of Addendum" form with its proposal. Addenda may be downloaded from the Town's website at www.highlandbeach.us. The Town 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.

A sample Agreement has been provided in this RFQ under Exhibit "D".

1.3 Schedule and Deadlines for the RFQ

A summary schedule of the major activities associated with this RFQ is presented below. The Town, in its sole discretion, may modify the schedule as the Town deems appropriate. The Town 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.

Issue of RFQ Package	July 6, 2018	
Deadline for Written Questions:	July 18, 2018	10:30 AM
Proposal Due Date:	August 2, 2018	2:00 PM
Selection Committee Meetings:	August 16, 2018	10:00 AM

1.4 Award of Contract by Town Commission

As soon as practicable after the Selection Committee completes its assessment of the proposals, the Selection Committee's recommendations shall be presented to the Town Commission at a duly noticed public meeting. The Town Commission shall rank the Proposers and direct staff to enter into negotiations with the number one ranked Proposer. Town staff shall bring an agreement to the Town Commission from the number one ranked Proposer, unless Town staff is not able to successfully negotiate an agreement, then Town staff shall enter into negotiations with the second ranked Proposer, and thereafter. It is anticipated that the Town Commission will award the RFQ to the Proposer(s) that submits the best overall proposal, based on the Town Commission's determination of the Town's best interests and the best overall value for the Town. The Town Commission 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 Town's RFQ, and all other related matters. After the Town Commission selects the Successful Proposer, the Successful Proposer and the Town's designated representative shall execute an agreement. Any awarded agreement shall be conditioned upon approval of the project by referendum.

1.5 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 Town's Finance Director, who for purposes of this RFQ may also be referred to as the Town's Purchasing Manager.

1.6 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.

1.7 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 Town 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 Town shall have no liability to a Proposer for the public disclosure of any material submitted to the Town in response to this RFQ.

1.8 Drug-Free Work Place

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

1.9 Cone of Silence

A cone of silence is hereby imposed and made applicable to this RFQ and in accordance with the "Palm Beach County Lobbyist Registration Ordinance", a copy of which can be accessed at: <http://www.pbcgov.com/legislativeaffairs/lobbying.htm>, is in effect. The Proposers shall read and familiarize themselves with all of the provisions of said Ordinance, but for convenience the provisions relating to the Cone of Silence have been summarized here. "Cone of Silence" means a prohibition on any non-written communication regarding this RFQ between any Proposer or Proposer's representative and any Town of Highland Beach employee. The Cone of Silence is in effect as of the submittal deadline. The provisions of this Ordinance shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting. The Cone of Silence shall terminate at the time that the Town of Highland Beach Commission awards or approves a contract, rejects all proposals or otherwise takes action which ends the solicitation process. A Proposer's representative shall include, but not be limited to, the Proposer's employee, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the Proposer.

1.10 Lobbying

All Proposers are advised that the Town 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.

1.11 Prohibition on Scrutinized Companies

As provided in F.S. 287.135, by entering into any agreement with the Town, 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. If the Town determines, using credible information available to the public, that a false certification has been submitted by the Successful Proposer/Contractor, the Town'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.

1.12 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 Town 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 Town.

1.13 Inspector General

In accordance with Palm Beach County ordinance number 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.

1.14 Protest Procedures

See the Town's Purchasing Policy.

1.15 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.

1.16 Code of Ethics

If any Proposer violates or is a party to a violation of the Code of Ethics of the Town, 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 Town.

1.17 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 Town, 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 "B".

II. THE SUBMITTAL PACKAGE:

The RFQ is designed to provide the necessary information about your firm. 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 submittal package must be organized in the following manner:

- Cover letter
- Complete company profile
- Identification of firm member by name, job classification, and qualifications. Respondents shall also identify each proposed sub-consultant along with sub-consultant's type of professional services and identify sub-consultant(s) team members by name, job classification, and qualifications. Town approval is a requirement of Respondent substituting or adding a sub-consultant after Agreement execution.
- Demonstration of key personnel expertise in the above-mentioned disciplines.
- Past five (5) years of specific relevant experience. The examples should include a project description, name of client, client's contact and telephone number, design services fee, project cost, and the name of contractor awarded project.
- Proposed management approach on any service rendered. A description of the firm's quality control procedures for small, medium, and large projects.
- Conflict of Interest (Exhibit B)
- Drug-free Workplace (Exhibit C)
- State of Florida professional services license.

One (1) original and two (2) flash drives with one single PDF file of the entire proposal package on each flash drive. Response packages are to be enclosed in sealed envelopes/packages addressed to the Town Clerk, Town of Highland Beach, and marked **“SEALED RFQ FOR URBAN DESIGN/LANDSCAPE ARCHITECTURE / CIVIL ENGINEERING SERVICES 2018-04”** and delivered no later than **Thursday, August 2, 2018 at 2:00PM EST**, at which time a list of respondents will be made public.

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. 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.

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

The Scoring Criteria is made up of the categories above 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 finalist list of the top ranking RFQ submittals.

EVALUATION CATEGORIES

Selection Criteria	Points Allowed	Points Earned
Overall expertise and technical competence of the firm in the listed qualifications	20	
Professional qualifications/certifications of staff personnel/capacity of assigned and identified staff to accomplish work.	20	
Team qualifications and division of services between in-house capabilities and subconsultants.	10	
Expertise in development of linear parks/pathways.	15	
Expertise in flood control/mitigation/management.	10	
Expertise in pedestrian and bicycle safety.	15	
Ability to perform the services expeditiously. Location and availability of technical support people and assigned project manager to the Town.	10	
Total Points	100	

If you have any questions concerning the Qualification Package or these instructions, please submit your questions in writing or email only to Lanelda Gaskins, Town Clerk, 3614 S. Ocean Blvd., Highland Beach, Florida, 33487. Fax number (561) 265-3582. Email lgaskins@highlandbeach.us

EXHIBIT A

TOWN OF HIGHLAND BEACH OCEAN WALK AND MORE PROJECT

The Town of Highland Beach is located in the southern portion of eastern Palm Beach County, which is in the southeastern part of the State of Florida. The Town encompasses 1.1 total square miles and is bounded on the north and northwest by the City of Delray Beach and on the south and southwest by the City of Boca Raton. The Atlantic Ocean lies adjacent to the Town on the east and the Intracoastal Waterway lies to the west.

The Town's "main street" is a beautiful tree-lined stretch of Florida's state road A1A that runs approximately 3 miles. Parallel to the street, is the Town's multi-use walk path. It is the Town's intent to upgrade the walk path and surrounding streetscape. The Town desires to hire a landscape architect will be able to design a walk path and streetscape that becomes a focal point of the community. Desired components of the project include, but may not be limited to:

- Replacement of the asphalt walk path with concrete and other appropriate hard-surfaced materials.
- Upgraded monument signage at the north and south entry points of the Town.
- Upgraded landscaping and monument signage at focal points along the pathway including frontage at Town Hall and path to Library.
- Upgraded street signage (signs, signposts, and street name signs).
- Appropriate Street Furnishings, shelters, trash receptacles, and other features evoking consistent vision and image for Highland Beach.
- ADA accessibility at side street crosswalks.
- Lighting
- Decorative cross walk and safety enhancements including embedded crosswalk lighting (subject to FDOT)
- Cross walk flashing beacons
- Improved bicycle and pedestrian safety as part of the Vision Zero campaign by the State of Florida.
- Flood control and mitigation
- Identify opportunities for embedded artwork and sculpture (public and private).
- Organize, promote, and conduct Public Workshops and Charettes to receive community input to shape the vision of the Project.
- Assist the Town in preparation of educational materials illustrating the vision.

EXHIBIT B

CONFLICT OF INTEREST STATEMENT

This Request for Qualifications is subject to the conflict of interest provisions of the policies and Code of Ordinances of the Town of Highland Beach, the Palm Beach County Code of Ethics, and the Florida Statutes. The Proposer shall disclose to the Town any possible conflicts of interests. The Proposer's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFQ due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFQ as set forth in the policies and Code of Ordinances of the Town of Highland Beach, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFQ as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this RFQ as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

COMPANY OR INDIVIDUAL NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE, IF A COMPANY

EXHIBIT C

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 5 days after such conviction.
- (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 by, any employee who is so convicted.
- (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 this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

EXHIBIT D

SAMPLE AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the Town of Highland Beach, Florida, hereinafter referred to as "Town", and _____, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Town has provided notice of the desired professional services and carried out the proper selection process pursuant to and in accordance with the Consultant's Competitive Negotiation Act; and,

WHEREAS, the Town represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and,

WHEREAS, the Town desires to engage the Consultant to perform professional services as set forth in RFQ 2018-04; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement.

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

I. SCOPE OF WORK

The Town has awarded the Consultant the non-exclusive right to provide the City with professional services ("services"). The scope of work is as set forth in RFQ 2018-04 and incorporated herein and as further described herein and shall set forth the duties of the Consultant.

If a subconsultant(s) is to be utilized for services, the Consultant shall obtain a written proposal from the subconsultant(s) and attach the same with to the Consultant's proposal submitted to the Town with this Agreement.

Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the Town.

II. GENERAL DUTIES OF CONSULTANT

A. The relationship of the Consultant to the Town will be that of a professional Consultant, and the Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards. No employer/employee

relationships shall be deemed to be established and the Consultant, its agents, subcontractors, and employees shall be independent contractors at all times.

- B. Professional and Technical Services. It shall be the responsibility of the Consultant to work with the Town and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the requirements of this Agreement.
- C. The Consultant designates _____, as its representative to act as liaison with the Town. The representative shall manage and coordinate this. Any change to name another person shall be requested in writing to the Town and shall be approved by the Town.
- D. Consultant shall attend all meetings, as requested by the Town.

III. TIME OF PERFORMANCE

- A. The Consultant will begin work promptly after the issuance of a notice to proceed.
- B. The Consultant's services called for under the Agreement shall be completed in accordance with the schedule contained in Consultant's proposal. If the Consultant's services are unreasonably delayed by the Town in excess of 180 days, the time of performance and compensation shall be renegotiated, provided; however, the Consultant as a condition precedent to renegotiations shall notify the Town within fifteen (15) calendar days at the end of the delay of Consultant's proposed additional costs incurred by reason of said delay.

IV. COMPENSATION

The Town will compensate the Consultant for the services performed and not to exceed the amount, based on an hourly rate, provided in Consultant's proposal, attached hereto as Exhibit "A", and incorporated herein. This amount shall include all project expenses and costs, there shall be no other costs charged to the Town.

The Town shall pay the Consultant the lump sum, not to exceed amount(s) set forth in Consultant's proposal. The Consultant expressly acknowledges and agrees that the total cost to complete all services shall be as set forth in the proposal and no additional costs shall be authorized or paid by the Town unless approved by written amendment to this Agreement by the Town Manager or Town Commission (depending on the Town's required level of approval for such additional costs). In no case shall the Consultant bill the Town for any amount not stated in Consultant's proposal or written amendment thereto.

If the Town seeks to utilize the Consultant for any additional services related to the services identified herein, the Town and Consultant will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the Town in the form of an amendment to this Agreement.

V. PAYMENT

The Town agrees that it will use its best effort to pay the Consultant within thirty (30) calendar days from presentation of the Consultant's itemized report and invoice and approval by the Town's finance director. The Consultant shall submit monthly invoices, which shall include a report of work completed during the

respective invoice period. The report of work shall be submitted in the format approved by the Town and shall be adequate in detail to describe work progress.

The Consultant shall pay all applicable sales taxes; or the Town shall provide to the Consultant the tax exemption information, where and if appropriate.

In the event sufficient budgeted funds are not available for a new fiscal period, the Town shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Town. The Consultant will be paid for all services rendered through the date of termination

VI. MISCELLANEOUS PROVISIONS

A. Ownership Documents:

All reproducible mylar drawings and CADD disks in a format compatible with Town's Computer system shall be given to the Town. Details, design calculations, and all other documents and plans that result from the Consultant's services under this Agreement shall become and remain the property of the Town, including copyright rights, whether the project is completed or not, and will be delivered to the Town upon demand. Consultant reserves the right to retain a copy of all such documents for record purposes. Where such documents are required to be filed with governmental agencies, the Consultant will furnish copies to the Town upon request.

B. Copies of Documents:

The Consultant shall prepare sufficient copies of all documents necessary to obtain approval through the Town's processes, as well as other governmental authorities. Any use by the Town of such materials in connection with a project other than that for which such materials were prepared without prior written consent and adaptation by the Consultant shall be at the Town's sole risk, and the Consultant shall have no responsibility or liability therefore.

C. Insurance:

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the Town (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.
 - a. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.
2. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than

the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include:

- a. Premises and/or Operations
 - b. Independent Contractors
 - c. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
 - d. Broad Form Property Damage
 - e. Contractual Coverage applicable to this specific Agreement.
 - f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.
3. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- a. Owned Vehicles
 - b. Hired and Non-Owned Vehicles
 - c. Employers' Non-Ownership
4. Professional Liability Insurance with minimum limits per occurrence of \$1,000,000.00.

Coverage shall be afforded on a form acceptable to the Town. Consultant shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

5. Prior to commencement of services, the Consultant shall provide to the Town Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs C1, C2, C3, C4. All policies covered within subparagraphs C1, C2, C3, C4, shall be endorsed to provide the Town with thirty (30) days notice of cancellation and/or restriction. The Town shall be named as an additional insured as to Consultant's liability on policies referenced in subparagraphs C2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the Town a certified copy of the professional liability insurance policy required by paragraph 4 above for the Town's review. Upon request, the Consultant shall provide copies of all other insurance policies.
6. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Town with thirty (30) days notice of cancellation and/or restriction.

7. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis.

D. Assignment:

The Town and the Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement subject to budget considerations and requirements of law; and, neither the Town nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

E. Confidential Information:

During all times that the Consultant is employed on behalf of the Town and at all times subsequent to the date of this contract, all discussions between the Town and the Consultant and all information developed or work products produced by the Consultant during its employment and all matters relevant to the business of the Town not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by the Consultant and shall not be revealed to other persons without the express written permission of the Town, unless mandated by order of the court.

F. Subconsultants:

In the event the Consultant, during the course of the work under this Agreement requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, Consultant must secure the prior written approval of the Town.

G. Notices:

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places of giving of notice to wit:

Town of Highland Beach

Attn: Town Manager
3614 South Ocean Blvd.
Highland Beach, Florida 33487

CONSULTANT

H. Request for Qualifications:

The Request for Qualifications (RFQ) and response is hereby incorporated within and made an integral part of this Agreement.

I. Personnel:

The Consultant represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this Agreement. All work shall be performed under the direction of a professional, registered under the State of Florida in the field for which he is responsible for performing such services.

J. Equal Opportunity Employment:

Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off 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 applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure subcontractor's compliance.

K. Prohibition against Contingent Fees:

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

L. Termination:

This Agreement may be terminated by either party by seven (7) calendar days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The Town shall have the right to terminate this Agreement for convenience at any time by thirty (30) calendar days written notice to the Consultant. The Consultant agrees to provide all documents to the Town. Further, prior to the Consultant's destruction of any of the above referenced documents, the Town shall be notified and allowed a reasonable period to gain access to and make copies of any such documents. Upon any termination of this Agreement, the Consultant agrees that it shall use its best efforts to work harmoniously with any successor who enters an Agreement to provide services for the Town in order to provide for a smooth transition period.

M. Indemnification:

In consideration of ten dollars (\$10.00) and other valuable consideration, the Consultant will at all times indemnify, save and hold harmless and defend the Town, its officers, agents (the term agents shall not include the contractor(s), any subcontractors, any materialmen or others who have been retained by the Town or Consultant, or materialmen to supply goods or services to the project) and

employees, from and against all liability, any claim, demand, damage, loss, expense or cause of action and costs (including attorney's fees at trial or appellate levels) arising out of error, omission, or negligent act of Consultant, its agents, servants or employees in the performance of services under this agreement. The Consultant further agrees to indemnify, hold harmless and defend the Town, its officers, agents and employees from and against any claim, demand or cause of action arising out of any negligence or misconduct of Consultant for which the Town, its agents, servants or employees are alleged to be liable. The indemnification contained herein shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the Town as set forth in Florida Statutes section 768.28.

N. Interest of the Consultant:

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

O. Compliance with Laws:

The Consultant shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the Town as amended from time to time, and that exist at the time of building permit issuance.

P. Jurisdiction; Venue:

The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. Any dispute between Consultant and the Town shall be governed by the laws of Florida with venue in Palm Beach County.

Q. Internal Dispute between Owner and Consultant:

The Town Manager shall be the final decision maker regarding internal disputes between Town and Consultant.

R. Entire Agreement and Conflicts:

This Agreement, including the RFQ, Consultant's response to the RFQ and any exhibits hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, Agreements, and understandings, either written or oral. This Agreement consists of the terms and conditions provided herein and Exhibits; the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein, if any); and Consultant's response to the RFQ. To the extent that there exists a conflict between this Agreement and the remaining documents, the order of precedence shall be the terms, conditions, covenants, and/or provisions of this Agreement, the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto) and lastly the Consultant's response to the RFQ. Wherever possible, the

provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

S. Palm Beach County Inspector General:

In accordance with Palm Beach County ordinance number 2011-009, the Consultant acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Consultant has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

T. Public Records:

Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Town to perform the service.
- (b) Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) 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 this Contract and following completion of this Contract if the Consultant does not transfer the records to the Town.
- (d) Upon completion of this Contract, transfer, at no cost, 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 or designee, in a format that is compatible with the information technology systems of the 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 OR DESIGNEE AT 561-278-4548, lgaskins@highlandbeach.us, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. OCEAN BLVD., HIGHLAND BEACH, FL 33487.

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its Town Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

ATTEST:

TOWN OF HIGHLAND BEACH

Lanelda Gaskins, Town Clerk

By: _____
Carl Feldman, Mayor

Approved as to Form:

Pamala H. Ryan, Town Attorney

WITNESSES:

CONTRACTOR

(Name Printed or Typed)

By: _____

(Name Printed or Typed)

State of Florida
County of Highland Beach

BEFORE ME, the foregoing instrument, this ____ day of _____, 20__, was acknowledged by _____, on behalf of _____, and said person executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and seal in the County and State aforesaid this ____ day of _____, 20__.

(SEAL)

Notary Public
My Commission Expires: