

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2026-44**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE, PURSUANT TO RFQ NO. 2025-10, A REQUEST FOR QUALIFICATIONS FOR CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE NUMBER ONE RANKED FIRM, SONG & ASSOCIATES, INC. OF WEST PALM BEACH, FLORIDA; AND IF UNABLE TO NEGOTIATE AN AGREEMENT WITH THE NUMBER ONE RANKED FIRM, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE NUMBER TWO RANKED FIRM, WALTERS ZACKRIA ASSOCIATES, PLLC, OF FORT LAUDERDALE, FLORIDA.

WHEREAS, First, the Indian Trace Development District (the "ITDD") and the Bonaventure Development District (the "BDD") are dependent special districts of the City of Weston (the "City") for the purpose of exercising all those rights, powers and authority contained in Chapter 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the City serves as the governing board of both the ITDD and BDD; and

WHEREAS, Third, the City requires continuing professional architectural services in accordance with Section 287.055 Florida Statutes, as amended from time to time, under a continuing services contract; and

WHEREAS, Fourth, funding is appropriated in the Fiscal Year 2026 in the General Fund, Capital Projects Fund, ITDD and BDD funds for various projects as needed; and

WHEREAS, Fifth, Chapter 32 of the City Code governs the acquisition of goods and services and disposal of City property, including the Request for Qualifications for Continuing Professional Architectural Services, RFQ No. 2025-10 (the "RFQ"); and

WHEREAS, Sixth, in compliance with Chapter 32 of the City Code, on December 23, 2025 the RFQ was issued and advertised in the Sun-Sentinel, on the City's website, and posted on the Public Notices board in the City Hall lobby, and proposal documents made available for electronic download from the City's website and Onvia DemandStar; and

WHEREAS, Seventh, on January 12, 2026, the City issued Addendum No. 1; and

WHEREAS, Eighth, on January 13, 2026, a total of sixteen (16) individuals from a total of thirteen (13) firms participated in the non-mandatory Pre-Proposal Conference held virtually through Cisco Webex; and

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WHEREAS, Ninth, on January 15, 2026, the City issued Addendum No. 2, on January 20, 2026 Addendum No. 3 was issued, on January 26, 2026 Addendum No. 4 was issued and January 28, 2026, Addendum No. 5 was issued; and

WHEREAS, Tenth, the proposals were due and opened on February 9, 2026, and yielded proposals from the following eight (8) firms: Rukan, LLC of Doral, Florida; Song & Associates, Inc. of West Palm Beach, Florida; M.C. Harry and Associates, Inc. of Miami, Florida; The Tamara Peacock Company Architects of Florida dba Peacock Architects of Fort Lauderdale, Florida; Jorge A. Gutierrez Architect, LLC of Hollywood, Florida; Justin Architects, P.A. of Fort Lauderdale, Florida; Walters Zackria Associates, PLLC of Fort Lauderdale, Florida; and CPZ Architects, Inc. of Plantation, Florida; and

WHEREAS, Eleventh, the first phase of the RFQ provided that the proposals would be ranked on the following criteria: 1) Location of Proposer's firm: Years in business, office location and licenses.; 2) Qualification of Proposer's Project Team: Describe the qualifications and relevant experience of each of the prime consultant's proposed key professional project team members, Subconsultants, joint ventures, including their pertinent training, skill and experience. Proposer approach and methodology to the scope of services; 3) Past Performance: Proposer Firm's experience with providing professional architectural consultancy services (as applicable) for government agencies with infrastructure that is similar in scope, size and complexity as the CITY; 4) Workload: The Proposer's recent, current, and projected workloads and willingness to meet time and budget requirements; 5) The volume of work previously awarded to Proposer: (Firms with no current agreements for professional architectural services with the CITY shall have a score/rank of 1. Firms with existing agreements continuing for professional architecture services agreements with the CITY shall have a score/rank of 2; 6) Proposer's financial ability to perform the services described in this RFQ; and 7) Whether Proposer is a certified minority business enterprise; and

WHEREAS, Twelfth, on March 2, 2026, the Selection Committee, consisting of Thaddeus Bilecki, Director of Landscaping; Ryan Fernandes, Director of Technology Services; and Peter Johnson, Assistant Director of Public Works, met at a publicly noticed meeting and deemed Rukan, LLC of Doral, Florida as non-responsible for their inability to meet the minimum qualifications as stipulated in the RFQ and deemed the remaining seven firms as responsive and responsible; and

WHEREAS, Thirteenth, pursuant to Section 4.7(A) of the RFQ document and Section 5.12.4 of the City's Administrative Policies, in the event of a tie, lots were drawn to determine the ranking between the tied parties for second and third place; which resulted in Walters Zackria Associates, PLLC of Fort Lauderdale, Florida ranked as number two and CPZ Architects, Inc. of Plantation, Florida, ranked as number three; and

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WHEREAS, Fourteenth, the overall recommendation of the Selection Committee's ranking resulted in Song & Associates, Inc. of West Palm Beach, Florida as number one; Walters Zackria Associates, PLLC of Fort Lauderdale, Florida was ranked as number two; CPZ Architects, Inc. of Plantation, Florida was ranked as number three; Justin Architects, P.A. of Fort Lauderdale, Florida was ranked as number four; Jorge A. Gutierrez Architect, LLC of Hollywood, Florida was ranked as number five; M.C. Harry and Associates, Inc. of Miami, Florida was ranked as number six; and The Tamara Peacock Company Architects of Florida dba Peacock Architects of Fort Lauderdale was ranked as number seven; and

WHEREAS, Fifteenth, the Selection Committee opted not to proceed into a second phase and instead make a recommendation for award based on the final ranking from the first phase; and

WHEREAS, Sixteenth, the City Commission desires to accept and ratify the rankings of the Selection Committee and authorize the City Manager to negotiate and execute an agreement with the number one ranked firm, Song & Associates, Inc. of West Palm Beach, Florida, for Continuing Professional Architectural Services and if unable to negotiate a contract with the number one ranked firm, the City Manager is authorized to negotiate and execute an agreement with the number two ranked firm, Zackria Associates, PLLC of Fort Lauderdale, Florida.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The City Commission accepts and ratifies the rankings of the firms for RFQ No. 2025-10 for Continuing Professional Architectural Services as follows: Song & Associates, Inc. of West Palm Beach, Florida was ranked as number one; Walters Zackria Associates, PLLC of Fort Lauderdale, Florida was ranked as number two; CPZ Architects, Inc. of Plantation, Florida was ranked as number three; Justin Architects, P.A. of Fort Lauderdale, Florida was ranked as number four; Jorge A. Gutierrez Architect, LLC of Hollywood, Florida was ranked as number five; M.C. Harry and Associates, Inc. of Miami, Florida was ranked as number six; and The Tamara Peacock Company Architects of Florida dba Peacock Architects of Fort Lauderdale was ranked as number seven.

Section 3: The City Manager is authorized to negotiate and execute an Agreement with the number one ranked firm, Song & Associates, Inc. of West Palm Beach, Florida, for RFQ No. 2025-10 for Continuing Professional Architectural Services in substantially the form attached as Exhibit "A,"

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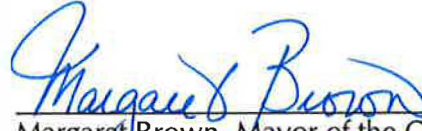
together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 4: If the City Manager is unable to negotiate an agreement with the number one ranked firm, then the City Manager is authorized to negotiate and execute an agreement with the number two ranked firm, Walters Zackria Associates, PLLC of Fort Lauderdale, Florida, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 5: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 6: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District, this 6th day of April 2026.



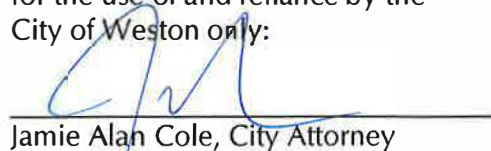
Margaret Brown, Mayor of the City of Weston
Chair of the Indian Trace Development District
Chair of the Bonaventure Development District

ATTEST:



Patricia A. Bates, MMC, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:


Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Andrade	<u>Yes</u>
Vice Mayor Mead	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>

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Exhibit "A"

Agreement among the City of Weston, Florida, Indian Trace Development District, Bonaventure Development District, and Song & Associates, Inc. for Continuing Professional Architectural Services RFQ No. 2025-10.

(See Following 45 Pages)

AGREEMENT
AMONG
THE CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT
AND
SONG & ASSOCIATES, INC.
FOR
CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES
RFQ NO. 2025-10

This Agreement is made and entered into the ____ day of _____, 2026 among the City of Weston, a Florida municipal corporation, Indian Trace Development District, Bonaventure Development District, (collectively "CITY") and Song & Associates, Inc. ("CONSULTANT") for Continuing Professional Architectural Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, the CITY, pursuant to Section 287.055, Florida Statutes, solicited proposals from CONSULTANTS to perform Continuing Professional Architectural Services ("Services"); and

WHEREAS, proposals were evaluated and ranked by a Selection Committee; and

WHEREAS, the City Commission has selected the CONSULTANT to perform Services on an on-going, as needed basis, and at the sole discretion of the CITY; and

WHEREAS, on _____, the CITY enacted Resolution No. _____, which ratified or altered the ranking of the Proposals and authorized the City Manager to execute an Agreement with the CONSULTANT, Song & Associates, Inc.; and

WHEREAS, CITY and CONSULTANT desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1
GENERAL INFORMATION

- 1.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend until May 31, 2031. After the initial term, the Contract may be extended for one (1) additional five-year period by mutual agreement of the parties. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term.
- 1.2 This Agreement may be terminated for cause by action of the City Commission if Consultant is in breach and has not corrected the breach within 30 days after written notice from CITY identifying the breach, or for convenience by action of the City Commission upon not less than 30 days written notice by the City Manager. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.
- A. This Agreement may be terminated for cause by CONSULTANT if CITY is in breach and has not corrected the breach within 60 days after written notice from CONSULTANT identifying the breach.
- B. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- C. Notice of termination shall be provided in accordance with Section 8.7(G.) NOTICES of this Agreement except that notice of termination by the City Manager which the City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 8.7(G.) NOTICES of this Agreement.
- D. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONSULTANT acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONSULTANT, is given as specific consideration to CONSULTANT for CITY'S right to terminate this Agreement for convenience.
- E. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. The CITY shall be liable only for payment pursuant to the Compensation provisions of this Agreement for services rendered before the effective date of termination that were performed in accordance with the manner of performance set forth in the Agreement. In no event shall CITY be liable to CONSULTANT for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

- F. This Agreement may be terminated by the CITY if the CONSULTANT is found to have submitted a false certification, Form 9, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- 1.3 This Agreement is based on the General Information set forth herein and incorporates the Request for Continuing Professional Architectural Services for (“RFQ”), attached hereto and made a part hereof, as Exhibit A; and the CONSULTANT’s Compensation Rate Schedule, attached hereto and made a part hereof as Exhibit B.

CONSULTANT shall provide Continuing Professional Architectural Services to provide for studies, planning, design, and construction management and inspection of miscellaneous assigned projects. Services shall include but is not limited to programming, planning and the design of interior remodeling and renovation of buildings with finishes for institutional facilities.

CITY’s Authorized Representative: The City Manager or his designee.

- 1.4 The CITY will provide a Request for Quotation based on a scope of work. The scope of work of the desired service shall be determined by the CITY. CONSULTANT'S proposal for the scope of work shall further define the scope of work, project timing, fees, and reimbursables. The CONSULTANT'S proposal, including schedule, detailed scope of work, fees, reimbursables, and sub-consultants will be approved, rejected, or negotiated by the CITY.
- 1.5 CONSULTANT shall obtain a signed Work Authorization or other forms of written approval prior to commencement of Services. City shall not be responsible for payment for any work done without a signed Work Authorization.
- 1.6 If work is approved or not approved, the CITY shall not be responsible for CONSULTANT’S cost related to the preparation and submittal of scope of work proposals.

SECTION 2 CONSULTANT'S RESPONSIBILITIES

- 2.1 The CONSULTANT shall provide the professional services as set forth in this Agreement and Exhibits thereto.
- 2.2 The CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by CONSULTANTS practicing in the same or similar locality under the same or similar circumstances. The CONSULTANT shall perform services as expeditiously as is consistent with such professional skill and care and orderly progress of the Project.
- 2.3 The CONSULTANT shall identify a representative authorized to act on behalf of the CONSULTANT with respect to the Project.
- 2.4 The CONSULTANT shall maintain the following insurance for the duration of this Agreement, the cost of which shall be included in the CONSULTANT’s compensation.

A. Standards of Insurance

1. Before performing any Work, Consultant shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City. No changes shall be made to these specifications without prior written specific approval by the City.
2. All policies required by this contract, with the exception of Workers' Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name "City of Weston" as Additional Insured during the project and for a minimum of five (5) years following the project completion and acceptance by the City or no more restrictive than ISO form CG 20 37 (07 04). Waiver of subrogation in favor of the City of Weston is required on all policies except Workers' Compensation. The CITY shall be named as additional insured on all policies except worker's compensation and professional liability.
3. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
4. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
5. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
6. CONSULTANT is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
7. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
8. Certificates of Insurance evidencing conditions to this agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT's insurance company and CITY as soon as practicable after notice to the insured.
10. CONSULTANT agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONSULTANT'S insurance shall be Primary and non-contributory.

11. CONSULTANT is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

B. Specific Coverage

The following specific insurance coverages apply or do not apply to this solicitation:

- Workers Compensation: CONTRACTOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event SERVICE PROVIDER has "leased" employees, SERVICE PROVIDER must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

CONTRACTOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by Proposer. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- Commercial General Liability: CONTRACTOR shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$1,000,000 each occurrence, and \$2,000,000 in aggregate, covering all work performed under this Agreement.
- Business Automobile Liability: CONTRACTOR shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
- Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.
- Subcontractors: Insurance requirements itemized in this contract and required of CONTRACTOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors. The CONTRACTOR shall review subcontractors' insurance policies for accuracy, completeness and sufficiency.

- Pollution Liability: For sudden and gradual occurrences or claims made and, in an amount, no less than ~~\$1,000,000~~ per claim and ~~\$3,000,000~~ in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.
- Professional Liability: CONTRACTOR shall maintain Professional Liability insurance for both the CONTRACTOR and any professionals required to carry professional licenses. The policy shall be written at a limit of not less than ~~\$2,000,000~~ Each Occurrence and ~~\$4,000,000~~ Annual Aggregate.
- Hazardous Materials Insurance: For the purpose of this section, the term “hazardous materials” includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, the CITY shall be notified immediately, and no further work shall be performed in the area of the hazardous material until the CONTRACTOR provides the following coverage(s) as determined solely by the CITY.
- Cyber Liability: CONTRACTOR shall obtain, at CONTRACTOR 's expense, and keep in effect during the term of this contract, Cyber Liability Insurance covering any damages arising from alteration of, loss of, or destruction of electronic data and/or information “property” of the CITY that will be in the care, custody, or control of CONSULTANT. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONSULTANT in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, unauthorized access to a computer system, hacker attacks, denial of service attacks, malicious code, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Combined single limit per occurrence shall not be less than ~~\$2,000,000~~.
- Builders’ Risk – Property Coverage: a special form coverage shall include, but not be limited to:
 1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project.
 2. Theft coverage.
 3. Waiver of Occupancy Clause endorsement, which will enable the CITY to occupy the facility under construction/renovation during such activity.
 4. Limits of insurance to equal 100% of the insurable completed contract amount of such addition(s), building(s) or structure(s), on an agreed amount/ replacement cost basis, and Maximum deductible clause of \$10,000 each claim; exceptions may be made for Windstorm and Flood deductibles.

- Builders' Risk – Installation Coverage: For installation, CONTRACTOR must provide Builders' Risk installation coverage to include coverage for materials stored at the project site, property while in transit, and property stored at a temporary location for the amount of materials involved in this contract.

2.5 Errors and Omissions

The CONSULTANT shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient design work due to his errors and omissions without cost to CITY upon the request of the CITY for five years after the date of acceptance of the SERVICES by the CITY, when judged to have been in error by a court of competent jurisdiction. CONSULTANT shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the CITY for work performed does not constitute a waiver of this provision.

2.6 CONSULTANT'S Basic Services

CONSULTANT agrees to provide complete Professional Architectural services in accordance with all applicable federal, state, county and CITY, laws, codes ordinances and regulations. CONSULTANT shall maintain an adequate staff of qualified personnel on the Work at all times to ensure its performance as specified in the Agreement.

When submitting documents to the CITY, the CONSULTANT shall also submit and fee shall include three (3) hard copies and documents in an electronic format in WORD, EXCEL, PDF and AutoCAD latest versions.

CONSULTANT may be required to perform all or some of the services presented in this Agreement, depending on the needs of the CITY for a particular Project. CONSULTANT shall furnish, as Basic Services, comprehensive professional services for the Projects including, but not limited to those described herein.

2.6.1 Study and Report Phase

- a. Identify and analyze requirements of governmental authorities having jurisdiction to approve portions of the Project.
- b. Evaluate various alternate solutions available to the CITY if described in the Request for Quotation. After consultation with the CITY, recommend to CITY those solutions which, in CONSULTANT's professional judgment, best meet CITY's requirements for the Project.
- c. A Statement of Probable Construction Cost, prepared in Construction Standard Index (CSI) format, to include a summary of the estimated project cost. Such summary shall be in sufficient detail to identify the costs of each element and include a breakdown of the fees, general conditions and construction contingency. Such evaluation shall comprise a brief description of the basis for estimated costs per each element and similar project unit costs. Costs shall be adjusted to the projected bid date.

Recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds, in the event that the Statement of Probable

Construction Costs exceeds allocated funds, the CONSULTANT shall update its documentation, at no additional cost to the CITY, to reflect this reduced scope.

Any "Statement of Probable Construction Costs" prepared by CONSULTANT represents a reasonable estimate of cost in CONSULTANT's best judgment as a professional familiar with the local construction industry, industry recognized publications, historical price lists, or services estimating the current cost of comparable construction in South Florida.

- d. The Project Development Schedule shall show the proposed completion date of each task of the Project through design, bidding, and post design services.
- e. For purpose of payment to the CONSULTANT, services under the Study and Report Phase will be considered complete when the Study or Report has been accepted by the CITY as complete, which acceptance will not be unreasonably withheld.

2.6.2 Preliminary Design Phase

- a. On the basis of selection by the CITY of the recommended solution, or modified solution agreed upon by CITY and CONSULTANT, prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
- b. Based on the information contained in the Preliminary Design documents provide an updated Statement of Probable Construction Cost. If Statement of Probable Construction Cost exceeds allocated funds, CONSULTANT shall prepare recommendations for reducing the scope in order to bring the estimated costs within allocated funds. CONSULTANT shall update its documentation, at no additional cost to the CITY, to reflect this reduced scope.
- c. Furnish Preliminary Design documents to and review them with the CITY within the stipulated period indicated in the Work Authorization and proposal.
- d. CITY reserves the right to conduct a Peer Review of the project documents at any design stage. Cost of such a Peer Review would be borne by CITY. Any findings as a result of said Peer Review would be addressed by CONSULTANT, and if requested by CITY, would be incorporated into the design documents, at no additional cost to CITY.
- e. For the purpose of payment to the CONSULTANT, services under the Preliminary Design Phase will be considered complete when the Preliminary Design documents have been accepted by the CITY as complete.

2.6.3 Final Design/Construction Documents Phase

- a. If the Project involves construction or demolition, the CONSULTANT shall prepare, from the approved Preliminary Design, modifications or changes, and Construction Documents consisting of working drawings and specifications setting forth in detail the work required for the architecture, civil, environmental,

structural, mechanical, electrical, site, and other work, and the necessary bidding information, general conditions, supplementary conditions and proposal forms. The CONSULTANT shall submit to the CITY one (1) electronic set of all documents and three (3) copies of the Construction Documents, and a further revised Statement of Probable Construction Cost.

- b. CONSULTANT shall include in Construction Documents requirement that Construction Contractor provide a final survey of the project by a Registered Surveyor, and provide marked up construction drawings to CONSULTANT so the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY.
- c. Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a preliminary check of any work products to insure compliance with requirements of applicable agencies from which a permit or other approval is required.
- d. CONSULTANT shall file and follow-up for all permits at the earliest practicable time during the design phase, the necessary portions of the Construction Documents for approval by applicable authorities having jurisdiction over the Project by law or contract with the CITY, and shall assist in obtaining any such applicable certifications of permit approval by such authorities prior to approval by the CITY of the final set and printing of the Construction Documents. The CONSULTANT shall promptly advise the CITY of any substantial increases in costs set forth in the Statement of Probable Construction Cost that in the opinion of the CONSULTANT is caused by the requirement(s) of such.
- e. CONSULTANT shall prepare all support documents to accompany any necessary permit applications. In addition to the required sets of bid documents, CONSULTANT shall provide, and fee shall include, all necessary sets of sealed plans for permit applications. CONSULTANT shall respond to all technical questions from regulatory agencies. CONSULTANT shall modify, at no additional cost to the CITY, Construction Documents in order to acquire the necessary permits.
- f. Should any component of the design or report not meet applicable regulations or codes in effect at the time of completion of design, the CONSULTANT shall redesign with no additional cost to the CITY.
- g. Designing to Construction Cost Limit - If a Construction Cost Limit is established by the CITY, such Construction Cost Limit will be set forth in the Work Authorization to the CONSULTANT. The written acceptance by the CITY at any time during the Basic Services of a written Statement of Probable Construction Cost in excess of the then established Construction Cost Limit will constitute a corresponding increase in the Construction Cost limit.
- h. The CONSULTANT shall signify his responsibility for the Construction Documents prepared pursuant to this AGREEMENT by affixing his signature, date and seal thereto as required by Chapters 471 and 481, Florida Statutes.

- i. When submitting documents to the CITY, the CONSULTANT shall also submit and fee shall include three (3) hard copies and documents in an electronic format in WORD, EXCEL, PDF and AutoCAD latest versions.
- j. CONSULTANT'S services under the Construction Document Phase will be considered complete when the bid documents are delivered to and accepted by the CITY, and finally complete when the CADD drawings in .DXF format are delivered to and accepted by the CITY.

2.6.4 Bidding Phase

- a. The CONSULTANT shall attend all pre-bid conferences, prepare and distribute minutes.
- b. The CONSULTANT shall prepare Addenda as appropriate to clarify, correct, or change Bid Documents
- c. If Pre-Qualification of bidders is required as set forth in the Request for Quotation, CONSULTANT shall assist CITY in developing qualification criteria, review qualifications of prospective bidders, and recommend acceptance or rejection of the prospective bidders
- d. CONSULTANT shall evaluate bids and bidders, and provide recommendations to the CITY.
- e. Should the lowest responsible, responsive bid meeting specifications exceed CONSULTANT'S Statement of Probable Construction Cost by 10% or more, CONSULTANT shall, at the CITY'S direction, redesign the Project at their actual cost with no overhead and profit added.
- f. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted in accordance with the applicable change in the Construction Cost Index for twenty cities from the date of completion of the Final Design Phase and the date on which proposals or bids are sought, as published monthly in "Architectural News Record".
- g. For the purpose of payment to the CONSULTANT, the Bidding Phase will terminate and the services of the CONSULTANT for this phase will be considered complete upon signing of an Agreement with a Contractor, or cancellation of the project by the CITY prior to signing of agreement with a Contractor. Rejection of bids by the CITY does not constitute cancellation of the project.

2.6.5 Construction Phase - General Administration of Construction Documents

- a. To the extent provided by the contract for the project between the CITY and the Contractor, the CONSULTANT shall make recommendations to the City on all claims of the CITY and Contractor regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work. The CONSULTANT shall check and approve samples, schedules, shop drawings, and

other submissions for conformance with the concept of the Project, and for compliance with the information given by the Construction Documents, prepare Change Orders, assemble written guarantees required of the Contractor, and approve progress payments to the Contractor based on the Project Schedule of Values and percent of completion of Work.

- b. The CONSULTANT shall carefully review and examine the contractor's Schedule of Values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced Schedule of Values which allocates greater value to certain elements of the services that is indicated by industry standards, supporting documentation, or data.
- c. If the Schedule of Values is not found to be appropriate, it shall be returned to the Contractor for revision or supporting documentation. After making such examination, when the Schedule of Values is found to be appropriate, the CONSULTANT shall sign the Schedule of Values thereby indicating their informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor.
- d. The CONSULTANT shall conduct a pre-construction meeting with the CONTRACTOR, the CITY, and utility companies; prepare and distribute minutes of the meeting.
- e. The CONSULTANT shall make inspections of the Work based on the type and frequency defined in the Scope of Work on which the CONSULTANT quoted. CONSULTANT'S inspections shall determine the progress and quality of the Work, and whether the Work is proceeding in accordance with the Construction Documents. CONSULTANT will provide the CITY with a written report of each inspection in order to inform the CITY of the progress of the Work. CONSULTANT shall endeavor to guard the CITY against defects and deficiencies in the work of Contractors, and make written recommendation to the CITY that work fails to conform to the Construction Documents. Based on such inspections, and the Contractor's Applications for Payment, he will recommend the amount owing to the Contractor, and will issue Certificates for Payment in such amount. These Certifications will constitute a representation to the CITY, based on such inspections and the data comprising the Application for Payment, that the work has progressed to the point indicated. By issuing a Certificate for Payment, the CONSULTANT will also represent to the CITY that, to the best of his knowledge, information, and belief, based on what his inspections have revealed, the work is in accordance with the Construction Documents. He will conduct inspections to determine the dates of substantial and final completion and recommend the issuance of a final Certificate for Payment. All inspections and Certificates of Payment provided by CONSULTANT shall be sufficient to provide all certifications required by applicable agencies.
- f. The CONSULTANT shall revise the Construction Drawings and submit record drawings or corrected CADD drawings to the CITY to show those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by the Contractor.
- g. The CONSULTANT shall attend regularly scheduled Progress Meetings on site, if included in the Scope of Work, prepare and distribute minutes.

- h. The CONSULTANT shall prepare construction Change Orders for the CITY'S approval. CONSULTANT shall not authorize any changes in services or time, no matter how minor, without prior written approval of CITY.
- i. Should CONSULTANT approve progress payments to Contractor in excess of the value of the Work performed, and the Contractor defaults leaving insufficient funds to complete the Work, CONSULTANT shall reimburse the CITY for the difference between the amount of the progress payment actually approved and the amount which should have been approved.
- j. If any portion of the work is covered, based on approval of CONSULTANT, without the CITY'S and Building Official's inspection and approval, the CITY'S representative may direct that portion of the work uncovered for inspection. If that portion of the work uncovered is not defective and is in accordance with the plans and specifications, CONSULTANT shall bear the cost of uncovering and covering the work. If that portion of the work uncovered is defective or not in accordance with the plans and specifications, the Contractor shall bear the cost of uncovering, repairing, and covering the Work.
- k. For the purpose of payment to CONSULTANT, the Construction Phase shall be considered complete upon compilation of punch list by CONSULTANT, written notification to Contractor by CONSULTANT of all documents, training, record drawings, releases of lien, and written recommendation by CONSULTANT of final payment.
- l. CONSULTANT shall have no authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by the construction contractor or for safety precautions and programs incident to the work of the construction contractor.

SECTION 3 ADDITIONAL SERVICES

If it should become necessary for the CITY to request CONSULTANT to render any additional services to either supplement the Services described in this RFQ or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work agreed to by both parties shall be based on a lump sum as mutually agreed upon between the CONSULTANT and CITY.

SECTION 4 CITY'S RESPONSIBILITIES

- 4.1 The CITY shall identify a representative authorized to act on the CITY'S behalf with respect to the Project.
- 4.2 The CITY shall assist CONSULTANT by placing at its disposal all available information for the Project, whenever reasonably possible.
- 4.3 The CITY shall provide the CONSULTANT access to the Project related areas.
- 4.4 The CITY shall reimburse the CONSULTANT for applicable permit application fees.

SECTION 5
COPYRIGHTS AND LICENSES
OWNERSHIP OF DOCUMENTS

Unless otherwise provided by law, any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

All subcontracts for the preparation of reports, photographs, surveys and other data and documents entered into by CONSULTANT for a specific project shall provide that all documents and rights obtained by virtue of such contracts shall become the property of CITY.

SECTION 6
COMPENSATION

- 6.1 The amount of compensation payable by CITY to CONSULTANT shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by CONSULTANT as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONSULTANT that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONSULTANT for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONSULTANT'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.
- A. The hourly billing rates for services of the CONSULTANT, and the CONSULTANT's sub-consultants if any, are set forth in Exhibit B. Beginning on October 1, 2027 and each October 1st thereafter, CONSULTANT shall receive an annual adjustment in the hourly rates established in the Fee Schedule. The adjustment to hourly rates shall be based on the annual change in the February Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84=100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.
 - B. CONSULTANT may submit an invoice for compensation, developed and agreed upon by City Manager and CONSULTANT, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
 - B. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied

or resolved in a manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.

- C. Payment shall be made to CONSULTANT in accordance with the local government prompt payment act as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.

SECTION 7 INDEMNIFICATION

- 7.1 CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the services under this Agreement.
- 7.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- 7.3 The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and the City Attorney, any sums due CONSULTANT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

SECTION 8 MISCELLANEOUS

- 8.1 Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.
- 8.2 Audit and Inspection Rights, Retention of Records:
 - A. CITY shall have the right to audit the books, records and accounts of CONSULTANT that are related to this Agreement. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
 - B. CONSULTANT agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONSULTANT receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.

- C. Such retention of such records and documents shall be at CONSULTANT'S expense.
- D. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT'S records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
- E. CONSULTANT shall respond to the reasonable inquiries of successor CONSULTANT(S) and allow successor CONSULTANT(S) to receive working papers relating to matters of continuing significance.
- F. CONSULTANT shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONSULTANT'S services.

8.3 Public Records: CONSULTANT shall comply with The Florida Public Records Act as follows:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- B. Upon request by the City's records custodian, provide the CITY 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 the Agreement term.
- D. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONSULTANT shall be delivered by CONSULTANT to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONSULTANT shall be delivered to the CITY in a format that is compatible with the CITY's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, CONSULTANT shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. CONSULTANT'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City Of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.

8.4 Policy of Non-Discrimination: CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

8.5 Public Entity Crime Act:

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONSULTANT, CONSULTANT or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONSULTANT, supplier, SUBCONSULTANT, or CONSULTANT under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from CITY'S competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

8.6 Third Party Beneficiaries: Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

8.7 Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: Donald P. Decker, City Manager/CEO
Weston City Hall
17200 Royal Palm Boulevard
Weston, Florida 33326

With a copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

CONSULTANT: Robert Castrovinci, Principal
Song & Associates, Inc.
1545 Centrepark Drive North
West Palm Beach, Florida 33401

- 8.8 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONSULTANT, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. In addition, CONSULTANT shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such subconsultants shall be included in the Proposal. If additional subconsultants are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subconsultant shall be provided to the City Manager, subject to his approval.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFQ and to provide and perform such services to CITY'S satisfaction for the agreed compensation. CONSULTANT shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 8.9 Conflicts. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

In the event CONSULTANT is permitted to utilize SUBCONSULTANT to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subconsultants, by written contract, from having any conflicts within the meaning of this section.

- 8.10 Contingency Fee. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 8.11 Materiality and Waiver of Breach. CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 8.12 Compliance with Laws. CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 8.13 Severance. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 8.14 Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 8.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.
- 8.16 Applicable Law and Venue; Attorneys Fees and Costs. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury, including advisory juries, for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- 8.17 Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.

- 8.18 Prior Agreements. This Agreement and its attachments constitute the entire agreement between CONSULTANT and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 8.17 above.
- 8.19 Drug-Free Workplace. CONSULTANT shall maintain a drug-free workplace.
- 8.20 Incorporation by Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 8.21 Multiple Originals. This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 8.22 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 8.23 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 8.24 Survival of Provisions. Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 8.25 Truth-in-Negotiation Certificate. Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the CITY determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one year following the end of this Agreement.
- 8.26 Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the CITY, upon written notice to CONSULTANT of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the CITY.

8.27 Representative Designated for Each Party. The CITY designates the City Manager or designee as the person to whom all communications pertaining to the day-to-day operations of this Agreement shall be addressed. CONSULTANT shall inform the CITY representative in writing of the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

8.28 Default

A. An event of default shall mean a breach of this Agreement by the CONSULTANT. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

1. CONSULTANT has not performed services on a timely basis;
2. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
3. CONSULTANT has become insolvent or has assigned the proceeds received for the benefit of the CONSULTANT's creditors, or the CONSULTANT has taken advantage of any insolvency statute or debtor/creditor law or if the CONSULTANT's affairs have been put in the hands of a receiver;
4. CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
5. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

B. In the event CONSULTANT fails to comply with the provisions of this Agreement the CITY may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT a reasonable time to cure the default. In no event shall the time period for curing the defect exceed fifteen (15) business days unless otherwise agreed to by the parties. If the CONSULTANT fails to cure the default, compensation will only be for any completed professional services. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the CITY within ten (10) days after notice that these sums are due. Nothing in this Section shall limit the CITY's right to terminate, at any time, pursuant to this Agreement.

C. In an Event of Default, the CONSULTANT shall be liable for all damages resulting from the default, including but not limited to:

1. lost funding, and
2. the difference between the cost associated with procuring services and the amount actually expended by the CITY, including procurement and administrative costs.
3. the CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be

deemed to be a waiver of the right to exercise any other remedy. The CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

8.29 Independent Contractor

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT pursuant to this Agreement shall be subject to the supervision of CONSULTANT. In providing such services, neither CONSULTANT nor its agents shall act as officers, employees or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. This Agreement shall not constitute or make the parties a partnership or joint venture.

8.30 E-Verify

CONSULTANT shall comply with Section 448.095, Florida Statutes, "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Florida Statutes shall result in termination of this Agreement. Pursuant to Section 448.095, Florida Statutes, any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. Pursuant to Section 448.095, Florida Statutes, if this Agreement is terminated for a violation of the statute by CONSULTANT, CONSULTANT may not be awarded a public contract for a period of 1 year after the date of termination.

8.31 CITY and CONTRACTOR agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

8.32 Noncoercive Affidavit: In accordance with Section 787.06, Florida Statutes, the CITY requires all vendors executing, renewing or extending a contract with the CITY to execute the required CITY affidavit, attesting that vendor does not use coercion for labor or services.

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SECTION 9

TRANSPORTATION SURTAX ADDENDUM FOR MUNICIPAL CONSULTANT CONTRACTS
(SURTAX PROJECT# _____ RFP/RLI # 2025-10)

This Transportation Surtax Addendum (“Addendum”) is between the [INSERT NAME OF MUNICIPALITY], a municipality of the State of Florida (“Municipality”), and [INSERT NAME OF CONSULTANT], a _____ [state and type of business] (“Consultant”) (each a “Party” and collectively referred to as the “Parties”).

GENERAL CONDITIONS

A. The solicitation, purchase order, or contract between Municipality and Consultant (all of which shall be referred to in this Addendum as the "Consulting Agreement" or "Agreement") is funded in whole or in part by the transportation surtax levied pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (the “County Surtax Ordinance”). The Consulting Agreement is therefore subject to the terms and conditions of County Surtax Ordinance, Section 212.055(1) of the Florida Statutes, and the terms and conditions of the interlocal funding agreement between Broward County, a political subdivision of the State of Florida (“County”) and Municipality to provide for funding of the Project (the “Funding Agreement”).

B. The purpose of this Addendum is to incorporate the terms and conditions required by the County Surtax Ordinance, Section 212.055(1), Florida Statutes, and the Funding Agreement, into the Parties’ Consulting Agreement.

C. This Addendum is subject to the requirements of Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiation Act, as amended (“CCNA”), and County has met the requirements of CCNA and has selected Consultant to perform the services hereunder. **[DELETE IF NOT APPLICABLE]**

D. All contract provisions required by the County Surtax Ordinance, Section 212.055(1) of the Florida Statute, and the Funding Agreement, as amended, are incorporated in this Addendum by reference, whether or not expressly set forth in the provisions below.

E. Consultant agrees to include the terms in this Addendum in each subcontract financed in whole or in part with transportation surtax funds levied pursuant to the County Surtax Ordinance.

F. In the event of any conflict between the terms contained in this Addendum and those contained in the Consulting Agreement, as amended, the terms of this Addendum shall prevail. Unless otherwise expressly provided by Florida law, any terms required by the County Surtax Ordinance and Section 212.055(1) of the Florida Statutes, as amended, shall control in the event of a conflict with any provisions contained in this Addendum.

G. The Parties agree to perform their respective obligations under the Consulting Agreement in accordance with the terms provided in this Addendum.

ARTICLE 1. DEFINITIONS

Whenever the following terms appear in this Addendum, the intent and meaning shall be interpreted as follows:

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as amended.
- 1.2. **Board** means the governing body of Municipality, its successors and assigns.
- 1.3. **Code** means the Broward County Code of Ordinances.
- 1.4. **Contract Administrator** means such other person designated by the CITY in writing. The Contract Administrator is the representative of Municipality concerning the Project.
- 1.5. **Contractor** means the person, firm, corporation, or other entity (if any) that enters into an agreement with Municipality to perform the construction work for the Project.
- 1.6. **County** means Broward County, a political subdivision of the State of Florida and representatives authorized by the Board of County Commissioners or the Broward County Charter to act on behalf of County.
- 1.7. **County Business Enterprise or CBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et seq., of the Code.
- 1.8. **Notice to Proceed** means a written authorization issued by the Contract Administrator for Consultant to proceed with the Services or a specific phase or task of the Services.
- 1.9. **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.
- 1.10. **Project** means _____ [DEFINE THE COMPLETED WORK – DESIGN & CONSTRUCTION].
- 1.11. **Purchasing Director** means Municipality's designee authorized to execute Work Authorization provided for in the Consulting Agreement.
- 1.12. **Services or Scope of Services** means the work set forth in the Scope of Services attached to the Consulting Agreement, and any Optional Services procured under this Consulting Agreement, and includes civil, structural, mechanical, and electrical engineering, architectural services, and other professional services as applicable for the Project.

1.13. **Small Business Enterprise or SBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et seq., of the Code.

1.14. **Subconsultant** means any entity or individual, including any subcontractor and any third party issued a Form 1099 by Consultant, that provides Services to Municipality through Consultant, regardless of tier.

ARTICLE 2. EXHIBITS

Exhibit A	Maximum Billing Rates
Exhibit A-1	Reimbursables for Direct Non-Salary Expenses
Exhibit B	Schedule of Subconsultants
Exhibit []	CBE Subconsultants and Letters of Intent
Exhibit []	Federally Funded Contracts Requirements

ARTICLE 3. TIME FOR PERFORMANCE; DAMAGES

[USE THE FOLLOWING IF THE AGREEMENT HAS A SPECIFIC START AND END DATE]

3.1. This Agreement begins on _____ and ends _____ () years after that date. Consultant shall perform the Services within the time period specified in the Scope of Services (as defined in the Consulting Agreement). Time periods shall commence from the date of the applicable Notice to Proceed.

[USE THE FOLLOWING INSTEAD IF THE TIME FOR PERFORMANCE DOES NOT BEGIN ON A SPECIFIC DATE]

Consultant shall perform the Services within the time periods specified in the Scope of Services. Time periods shall commence from the date of the applicable Notice to Proceed.

3.2. Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services (and prior to commencing any phase or task of Services for which a separate Notice to Proceed is required per the Scope of Services). The Contract Administrator may, at their discretion, require Consultant to submit the deliverables and documents identified in the Scope of Services for the Contract Administrator's review and approval prior to Consultant commencing Services for another phase.

3.3. If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Municipality or other governmental agencies having jurisdiction over the Project and such delays are not the result of an act or omission by Consultant, a Subconsultant, or anyone acting by, through, or under Consultant and/or one or more Subconsultants, or because of delays caused by factors outside the control of Consultant, Municipality has authority, in their sole discretion, and subject to a written amendment to either this Agreement or a Work Authorization, to grant a reasonable extension of time for completion of the Services and additional reasonable compensation, if deemed appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated

or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay, along with an estimate of expected additional time necessary to complete the applicable Services and any request for additional compensation. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

3.4. This section is only applicable if (a) the Project involves construction work, (b) Municipality has retained a Contractor for the Project, and (c) the Services include construction engineering and inspection services related to Contractor's work. If Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality through no fault of Consultant, or if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

3.5. If Contractor's failure to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality is caused in whole or in part by Consultant, a Subconsultant, or anyone acting by, through, or under Consultant, then Consultant shall pay to Municipality its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and Municipality are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Addendum.

3.6. If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for one (1) or more extension periods, not to exceed (3) three months in the aggregate, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect at the time the extension is exercised by Municipality. To exercise an extension authorized by this section, the Purchasing Director must notify Consultant in writing prior to the end of this Agreement stating the duration of the extension, which must be within the authority of the Purchasing Director or otherwise authorized by the Board.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT

4.1. Reimbursable Expenses. Reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to the Services (collectively, "Reimbursable Expenses") shall be limited to those permitted under Section 112.061, Florida Statutes, except as or detailed in Exhibit A-1, Reimbursables for Direct Non-salary Expenses. Mileage for travel within Palm Beach, Broward, and Miami-Dade Counties is not reimbursable. otherwise stated herein. Municipality shall not be liable for any Reimbursable Expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Expenses of Subconsultants

expenses must also comply with the requirements of this section. Reimbursables for Direct Non-salary Expenses shall only be invoiced or reimbursed to the extent stated in Exhibit A-1.

4.2. Salary Costs. The term Salary Costs as used herein means the hourly rate actually paid to the personnel engaged directly in performing Services, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) a final operating margin. Said Salary Costs are to be used only for time directly attributable to the Services. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the duration of this Agreement except as provided for in this Agreement.

4.2.1. Consultant shall require all of its Subconsultants to comply with the requirements of Section 4.2.

4.2.2. Salary Costs shown in Exhibit A are the maximum billing rates for each Consultant and Subconsultant employee category, and are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit A for Consultant or any Subconsultant, Consultant will promptly reimburse Municipality based upon the actual costs determined by the audit. Municipality may withhold the amount Consultant is required to reimburse Municipality from any payment due Consultant under this Agreement.

4.2.3. Unless otherwise noted, the Salary Costs stated above are based upon Consultant's "home office" rates. Should it become appropriate during the course of this Agreement that a "field office" rate be applied, Consultant must submit a supplemental Exhibit A reflective of such rates for approval by Contract Administrator for review and, subject to Contract Administrator's written approval, may invoice Municipality accordingly.

4.2.4. The total hours payable by Municipality to Consultant for any "nonexempt" personnel (i.e., personnel subject to overtime pay) shall not exceed forty (40) hours per employee in any week. If the Services require Consultant's or Subconsultant's nonexempt personnel to work in excess of forty (40) hours per week, any additional hours for nonexempt personnel must be authorized in advance, in writing, by the Contract Administrator. If approved, Consultant shall invoice Salary Costs for such additional hours provided by nonexempt employees at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 4.2. If a "Safe Harbor" rate is elected for use by Consultant or Subconsultant, then the additional hours for both "exempt" (i.e., not subject to overtime pay) and nonexempt employees are payable at no more than the employee's regular rate.

4.2.5. Consultant and any of its Subconsultants may alternatively use a "Safe Harbor" combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the duration of this Agreement, shall be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 4.2 remain in place.

4.2.6 Indemnification Related to Paycheck Protection Program Forgiveness. If the State of Florida, federal government, or any other authority seeks recovery from Municipality, whether through offset or any other means, of Paycheck Protection Program ("PPP") funds received by Consultant or any Subconsultant under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act and/or any forgiveness of such funds pursuant to Section 1106 of the CARES Act, Consultant must indemnify and hold harmless Municipality and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, arising from or relating thereto.

4.3. Method of Billing.

4.3.1. For Maximum Amount Not-To-Exceed Compensation: Consultant shall submit invoices to the Contract Administrator in a timely manner, no more frequently than on a monthly basis for all Salary Costs and Reimbursable Expenses attributable to the Services. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Consultant's delayed submission of any invoice by more than sixty (60) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator's sole discretion, result in a waiver of any right to payment for the invoiced Services. Invoices must identify the specific project number, the nature of the Services performed, the total hours performed, and the employee category of the applicable individuals. Invoices must itemize and summarize all expenses by category and identify the personnel incurring the expense and the nature of the Services with which such expense was associated. Where prior written approval by Contract Administrator is required for the expense, a copy of said approval must accompany the invoice for such reimbursable. Invoices must also indicate the cumulative amount of CBE participation to date. The statement must show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of paid invoices or receipts that describe the amount and nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Services. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant must provide backup for

past and current invoices that records hours and Salary Costs by employee category, expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

4.3.2. For Lump Sum Compensation: Consultant shall submit invoices to the Contract Administrator in a timely manner, no more frequently than on a monthly basis. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Consultant's delayed submission of any invoice by more than sixty (60) days, absent good cause approved in writing by the Contract Administrator, may, at the Contract Administrator's sole discretion, result in a waiver of any right to payment for the invoiced Services. These invoices must identify the specific project number, the nature of the Services performed, the phase of work, and the estimated percent of Services accomplished on each phase. Invoices for each phase shall not exceed the amounts allocated to said phase. Invoices must also indicate the cumulative amount of CBE participation to date. The statement must show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant must provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

4.4. Fiscal Year. The continuation of this Agreement beyond the end of any Municipality fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If amounts to be paid by County under this Agreement are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County shall have no obligation to use ad valorem funds or any other funding source to make any payment(s) to fund this Agreement.

ARTICLE 5. AUDIT RIGHTS AND RETENTION OF RECORDS

5.1. Consultant and Subconsultants shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and Consultant expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with Municipality. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any representative of Municipality and/or County (including and any outside representative engaged by either Municipality and/or County). Municipality and County may conduct audits or inspections at any time during the duration of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by Applicable Law, Municipality, and/or County). County may, without limitation, verify information,

payroll distribution, and amounts through interviews, written affirmations, and on-site inspections with Consultant's employees, Subconsultants, vendors, or other laborers.

5.2. Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, e-mails, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, cost and expense reports, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance under this Agreement, whether by Consultant or Subconsultants.

5.3. Municipality and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. Consultant hereby grants Municipality and County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by Municipality or Broward County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate workspace. Consultant shall provide Municipality and County with reasonable access to Consultant's facilities, and Municipality and County shall be allowed to interview all employees to discuss matters pertinent to the performance of this Agreement. Consultant shall make all Contract Records available electronically in common file formats, and/or via remote access if, and to the extent, requested by Municipality.

5.4. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Municipality's disallowance and recovery of any payment based upon such entry.

5.5. Consultant shall refund any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges, in addition to refunding the overcharged amount and the cost of the audit, Consultant shall pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by Municipality and/or County due to the overcharge, including, but not limited to, administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of any such audit must be made within thirty (30) days after presentation of County's findings to Consultant.

5.6. Consultant shall, by written contract, require all Subconsultants to agree to the requirements and obligations as stated in this Article 5.

ARTICLE 6. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE

6.1. Consultant and Subconsultants shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other

basis prohibited by Applicable Law in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

[DELETE IF NO CBE GOALS.]

6.2. Consultant shall comply with all applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et eq., Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit Municipality to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

6.3. Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit B (or a CBE firm substituted for a listed firm, if permitted) for ___percent (__%) of total Services under this Agreement (the “Commitment”) for the scope of the work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by Municipality, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit B and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

[USE FOLLOWING INSTEAD IF A CBE/SBE RESERVE PROJECT AWARDED TO A CBE; USE CBE GOAL LANGUAGE ABOVE IF CBE RESERVE AWARDED TO NONCBE]

The Parties acknowledge that this procurement has been reserved for CBE firms. The CBE goal is one hundred percent (100%) of the Services, unless a lower goal is approved in writing by OESBD under this Agreement (the “Commitment”); however, no approved reduction may result in a CBE goal of less than eighty-five percent (85%). Consultant is a CBE firm and shall meet the Commitment by Consultant performing the Services without subcontracting, or by Consultant subcontracting more than fifty percent (50%) of the Services (based on the total amount payable by Municipality) to CBE firms listed in Exhibit B (or CBE firms substituted or approved by OESBD during the term of this Agreement) and performing the remainder of the Services.

[USE THE FOLLOWING INSTEAD IF A SBE RESERVE PROJECT AND MODIFY REMAINDER OF ARTICLE 6 ACCORDINGLY]

The Parties acknowledge that this procurement has been reserved for SBE firms. The SBE goal is one hundred percent (100%) of the Services, unless a lower goal is approved in writing by OESBD under this Agreement; however, no approved reduction may result in a SBE goal of less than eighty-five percent (85%). (the “Commitment”). Consultant is an SBE firm and shall meet the Commitment by Consultant performing the Services without subcontracting, or by Consultant subcontracting no more than fifty percent (50%) of the Services (based on the total amount payable by Municipality) to SBE firms listed in Exhibit B (including as may be substituted or approved in accordance with this Agreement) and performing the remainder of the Services.

6.4. Each CBE firm utilized by Consultant to meet the CBE goal must be certified and their participation approved in advance by OESBD. Consultant shall inform Municipality immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Services and no CBE firm is available to perform the modified Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant.

6.5. The Parties stipulate that if Consultant fails to meet the Commitment, the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, et seq. of the Code) to meet the Commitment, Consultant shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. Consultant acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. An example of this calculation is stated in Section 1-81.7 of the Code. As elected by the Contract Administrator, such liquidated damages amount shall be either credited against any amounts due Consultant from Municipality or must be paid to by Consultant to Broward County within thirty (30) days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

6.6. Consultant acknowledges that County may make minor administrative modifications to Section 1-81, et seq., of the Code, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify Municipality in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify Municipality of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

6.7. OESBD may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any

such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

6.8. Consultant shall provide monthly utilization reports, using the form available at <https://www.broward.org/EconDev/SmallBusiness/Pages/Compliance.aspx> or such other form or system as may be designated by OESBD, to the Contract Administrator, to OESBD at SBCOMP@broward.org, and to the Small Business Specialist identified by OESBD. In addition, Consultant shall allow Municipality and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring.

6.9. The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude Municipality or its representatives from inquiring into claims of nonpayment or exercising any right stated in the Consulting Agreement as amended herein.

ARTICLE 7. PUBLIC RECORDS

7.1. Public Records. . Notwithstanding any other provision in this Agreement, any action taken by Municipality in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Consultant is acting on behalf of Municipality as stated in Section 119.0701, Florida Statutes, Consultant shall:

7.1.1. Keep and maintain public records required by Municipality to perform the services under this Agreement;

7.1.2. Upon request from Municipality, provide Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

7.1.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Municipality; and

7.1.4. Upon completion or termination of this Agreement, transfer to Municipality, at no cost, all public records in possession of Consultant or keep and maintain public records required by Municipality to perform the services. If Consultant transfers the records to Municipality, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to Municipality upon request in a format that is compatible with the information technology systems of Municipality.

If Consultant receives a request for public records regarding this Agreement or the Services, Consultant must immediately notify the Contract Administrator in writing and provide all requested records to Municipality to enable Municipality to timely respond to the public records request. Municipality will respond to all such public records requests.

Consultant must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Consultant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Consultant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Consultant must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to Municipality from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by Municipality, Consultant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to Municipality for records designated by Consultant as Restricted Material, Municipality shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Consultant, or the claimed exemption is waived. Any failure by Consultant to strictly comply with the requirements of this section shall constitute Consultant’s waiver of Municipality’s obligation to treat the records as Restricted Material. Consultant must indemnify and hold harmless Municipality and County and their employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [Insert Phone Number], [Insert Email Address], [insert physical address].

ARTICLE 8. MISCELLANEOUS.

8.1. Indemnification of Municipality. If this Agreement constitutes a construction contract or a professional services contract with a design professional, then Section 8.1.1 shall apply. If this Agreement does not constitute a construction contract or a professional services contract with a design professional, then Section 8.1.2 shall apply. The terms “construction contract,” “professional services contract,” and “design professional” used in this section have the meanings set forth in Sections 725.06 or 725.08, Florida Statutes.

8.1.1. Construction and Professional Services Contracts. Consultant shall indemnify and hold harmless Municipality and its current, past, and future officers and employees from

liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement.

8.1.2. Contracts Other than Construction or Professional Services. Consultant shall indemnify, hold harmless, and defend Municipality and all of Municipality's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Consultant, or any intentional, reckless, or negligent act or omission of Consultant, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Consultant shall, upon written notice from Municipality, defend each Indemnified Party with counsel satisfactory to Municipality or, at Municipality's option, pay for an attorney selected by the Municipality Attorney to defend the Indemnified Party.

The applicable provisions of Section 8.1 shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the Municipality Attorney, any sums due Consultant under this Agreement may be retained by Municipality until all claims subject to indemnification have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by Municipality.

8.2. Truth-In-Negotiation Representation. Consultant's compensation under the Agreement is based upon its representations to Municipality, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced by Municipality, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to Municipality as the basis for Consultant's compensation in this Agreement.

[DELETE DOMESTIC PARTNERSHIP IF STATE FUNDED CONSTRUCTION SERVICES OR PUBLIC WORKS PROJECT]

8.3. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

8.4. Living Wage Requirement. To the extent Consultant is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Consultant agrees to and shall pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Consultant shall ensure all of its Subconsultants that qualify as “covered employers” fully comply with the requirements of such ordinance.

8.5. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Addendum by reference. The attached Exhibits are incorporated into and made a part of the Consulting Agreement as amended herein.

8.6. Prior Agreements. The Agreement together with this Addendum represents the final and complete understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding the same. All commitments, agreements, and understandings of the Parties concerning the subject matter of the Agreement are contained in the Agreement and this Addendum.

8.7. Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Municipality may immediately terminate this Agreement for cause and Consultant will be liable for all costs incurred by Municipality due to the termination.

8.8. Prohibited Telecommunications. Consultant represents and certifies that Consultant and all Subconsultants do not use, and for the duration of the Agreement will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

8.9. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual’s personal identifying information. By execution of this Agreement the undersigned authorized representative of Consultant hereby attests under penalty of perjury as follows: Consultant is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Consultant; they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall invoice for purposes of Section have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

8.10. Polystyrene Food Service Articles. Consultant shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam),

unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

8.11. Anti-Human Trafficking. By execution of this Agreement by an authorized representative of Consultant, Consultant hereby attests under penalty of perjury that Consultant does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Consultant declares that they have read the foregoing statement and that the facts stated in it are true.

8.12. Iron and Steel Products. For any Project that constitutes a “public works project” as defined in Section 255.0993, Florida Statutes, any iron or steel product permanently incorporated in the Project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

8.13. Emergency Response. If this Agreement is for Services related to emergency response for a natural emergency and Consultant breaches this Agreement during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Consultant must pay Municipality a \$5,000 penalty plus damages, which shall be actual and consequential damages or, if expressly stated otherwise in this Agreement, liquidated damages, in accordance with Section 252.505, Florida Statutes.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Addendum: Municipality, through its Board, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 20__; and Consultant, signing by and through its _____, duly authorized representative.

MUNICIPALITY

ATTEST:

By: _____
Mayor

Municipality's Clerk

Print Name

_____ day of _____, 20__

I HEREBY CERTIFY that I have approved
this Addendum as to form and legal
sufficiency subject to execution by the parties:

Municipality's Attorney

CONSULTANT

CONTRACTOR NAME

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 20____

**Exhibit A
Maximum Billing Rates**

Agreement No: [Agreement Number]
 Agreement Title: [Agreement Title]
 Consultant/ [Name]
 Subconsultant:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
[Insert staff titles]	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00

Multiplier of X.XX is calculated as follows:

OVERHEAD = X.XX%

FRINGE = X.XX%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) x OPERATING MARGIN (X.XX%)

MULTIPLIER = 1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN

[DELETE IF NOT APPLICABLE]

Notes:

Consultant/Subconsultant [AS APPLICABLE] has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 4.2.5.

Consultant

Municipality

Name/Title

Contract Administrator

Date: _____

Date: _____

Exhibit A-1
Reimbursables for Direct Non-Salary Expenses

Reimbursable	Maximum Reimbursable
Total Maximum Reimbursables:	

Exhibit B
Schedule of Subconsultants

Agreement No: []

Agreement Title: []

Facility Name: []

No.	Firm Name	Discipline
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT, (COLLECTIVELY "CITY") AND SONG & ASSOCIATES, INC. FOR RFQ NO. 2025-10 FOR CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 20__; and Song & Associates, Inc. authorized to execute same.

CITY OF WESTON,
through its City Commission

By: _____
Margaret Brown, Mayor

ATTEST:

____ day of _____, 2026

Patricia A. Bates, MMC, City Clerk

By: _____
Donald P. Decker, City Manager /CEO

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

____ day of _____, 2026

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

____ day of _____, 2026

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT, (COLLECTIVELY "CITY") AND SONG & ASSOCIATES, INC. FOR RFQ NO. 2025-10 FOR CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES.

INDIAN TRACE DEVELOPMENT DISTRICT

By: _____
Margaret Brown, Chair

_____ day of _____, 2026

ATTEST:

Patricia A. Bates, MMC, District Clerk

By: _____
Donald P. Decker, District Manager /CEO

_____ day of _____, 2026

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

(DISTRICT SEAL)

By: _____
Jamie Alan Cole, District Attorney

_____ day of _____, 2026

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT, (COLLECTIVELY "CITY") AND SONG & ASSOCIATES, INC. FOR RFQ NO. 2025-10 FOR CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES.

BONAVENTURE DEVELOPMENT DISTRICT

By: _____
Margaret Brown, Chair

____ day of _____, 2026

ATTEST:

Patricia A. Bates, MMC, District Clerk

By: _____
Donald P. Decker, District Manager /CEO

____ day of _____, 2026

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

(DISTRICT SEAL)

By: _____
Jamie Alan Cole, District Attorney

____ day of _____, 2026

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT, (COLLECTIVELY "CITY") AND SONG & ASSOCIATES, INC. FOR RFQ NO. 2025-10 FOR CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES.

CONSULTANT:

SONG & ASSOCIATES, INC.

By: _____
Robert Castrovinci, Principal

_____ day of _____, 20 _____