



Weston City Commission

Agenda Package

June 6, 2016

MONDAY
JUNE 6, 2016
7:00 P.M.



WESTON CITY HALL
17200 ROYAL PALM BOULEVARD
WESTON, FLORIDA

**CITY COMMISSION
REGULAR MEETING AGENDA**

1. Roll Call
2. Pledge of Allegiance
3. Broward Sheriff's Office Fire Rescue Employees of the Month
4. Audience Comments
5. Consent Agenda
 - A. Commissioners' Items Removed for Later Discussion
 - B. Approval of Balance of Consent Agenda

QUASI-JUDICIAL HEARING

The following items are quasi-judicial in nature and are governed by the City's quasi-judicial procedures. If you wish to object or comment upon these items, please wait to do so when the announcement regarding the particular quasi-judicial item is made. You will be required to be sworn in before addressing the Commission, and if you wish to address the Commission, you may be subject to cross-examination. If you refuse to submit to cross-examination, the Commission will not consider what you have said in its final deliberations. The material in the City Commission's agenda backup and the staff résumés on file with the City Clerk will be considered as evidence without authentication.

6. A Resolution of the City Commission of the City of Weston, Florida, considering Application No. 16-8675, resubmitted site plan application for the proposed construction of a special residential facility on the property located north of Emerald Estates Drive and west of Weston Road (Weston Commons), Weston, Florida.
***The Palace at Weston Senior Living
Site Plan Amendment***

Pages 6-22

7. A Resolution of the City Commission of the City of Weston, Florida, considering Application No. 16-8473, a site plan amendment for the proposed construction of a new emergency department/intensive care unit (ED/ICU) bed tower and a central utility plant (CUP) on Cleveland Clinic's main campus, located at 3100 Weston Road, Weston, Florida.

***Cleveland Clinic Emergency Department/ICU (ED/ICU) and Central Utility Plant (CUP)
Site Plan Amendment***

Pages 23-38

END OF QUASI-JUDICIAL HEARING

8. An Ordinance of the City of Weston, Florida, amending Section 124.68, "Certificates of Use" of the City Code to provide that no additional zoning review or building code inspection for an applicable building code discipline is required prior to the issuance of a certificate of use if a passed final inspection for the premises was performed for a related building permit, certificate of completion and/or certificate of occupancy, and the certificate of use for the premises is applied for within 60 days after the issuance of the related certificate of completion, certificate of occupancy or closing out of the building permit; providing for an amended certificate of use; and providing for an effective date.

Public Hearing and First Reading

Pages 39-45

9. An Ordinance of the City of Weston, Florida, amending Section 1.01, "Definitions," amending Section 81.09, "Medical marijuana license operation requirements," repealing Section 100.10, "Event signage," amending Section 124.25, "Hospital Zoning District (HZ)," and amending, creating and repealing certain sections of Chapter 126, "Signs," to update sign regulations; and providing for an effective date.

Public Hearing and First Reading*

Pages 46-87

****The City Commission will be sitting simultaneously as the Local Planning Agency when considering this item.***

10. An Ordinance of the City of Weston, Florida, amending Section 124.16, "IOC Districts," and amending and renumbering section 124.55, "Outdoor storage," to provide for outdoor storage as an accessory use by special exception rather than as a primary use by special exception; and providing for an effective date.

Public Hearing and First Reading*

Pages 88-93

****The City Commission will be sitting simultaneously as the Local Planning Agency when considering this item.***

11. CONSENT AGENDA

CITY OF WESTON, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT

- A. 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, authorizing the execution of an Agreement for Continuing Professional Services for Surveying and Mapping, RFQ No. 2015-11, with Calvin, Giordano & Associates, Inc., of Fort Lauderdale, Florida.

Pages 94-137

- B. 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, authorizing the execution of an Agreement for Continuing Professional Services for Traffic and Transportation Engineering, RFQ No. 2015-11, with Calvin, Giordano & Associates, Inc., of Fort Lauderdale, Florida.

Pages 138-180

- C. 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, authorizing the execution of an Agreement for Continuing Professional Services for General Civil Engineering, RFQ No. 2015-11, with Calvin, Giordano & Associates, Inc., of Fort Lauderdale, Florida.

Pages 181-223

- D. 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, authorizing the execution of an Agreement for Continuing Professional Services for General Civil Engineering, RFQ No. 2015-11, with Craven, Thompson & Associates, Inc., of Fort Lauderdale, Florida.

Pages 224-266

- E. 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, authorizing the execution of an Agreement for Continuing Professional Services for Environmental Engineering and Wetlands Management, RFQ No. 2015-11, with Metric Engineering Inc., of Miami, Florida.

Pages 267-309

- F. 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, approving the Minutes of the Workshop Meeting of the City Commission of the City of Weston held on May 9, 2016, and the Minutes of the Regular Meeting of the City Commission of the City of Weston held on May 16, 2016.

Pages 310-324

12. Adjournment

PUBLIC PARTICIPATION AT COMMISSION MEETINGS

Anyone wishing to address the Commission with regard to a matter appearing on the Agenda or during audience comments must sign in with the City Manager or his designee. Each individual must state his or her name and the name of the entity represented (if applicable) and the item on the agenda to be addressed prior to conclusion of the discussion of the matter. Each person addressing the Commission shall approach the lectern, shall give their name and address in an audible tone of voice for the record, and unless further time is granted by the Presiding Officer, shall limit their address to three (3) minutes. All remarks shall be addressed to the Commission as a body and not to any member thereof. A person speaking on an item on the agenda shall limit their comments to matters relevant to the item. A person speaking during audience comments shall not address any item on the agenda and is strongly encouraged to refrain from making political statements. No person addressing the Commission shall make personal attacks on any member of the Commission or any other individuals or entities. No person, other than the Commission and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Commission, without the permission of the Presiding Officer. No question shall be asked of a Commissioner except through the Presiding Officer.

Any person who addresses the Commission on behalf of an individual, corporation or special interest group for compensation must disclose that representation when stating his or her name, as described above.

Pursuant to Florida Statutes 286.0105, if a person decides to appeal any decision made by the body with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the City Clerk's Office at (954) 385-2000 prior to the meeting.

6



AGENDA ITEM SUMMARY

MEETING DATE: June 6, 2016

AGENDA ITEM No.: 6

FOR:

City of Weston Indian Trace Development District Bonaventure Development District

TITLE:

A Resolution of the City Commission of the City of Weston, Florida, considering Application No. 16-8675, resubmitted site plan application for the proposed construction of a special residential facility on the property located north of Emerald Estates Drive and west of Weston Road (Weston Commons), Weston, Florida.

The Palace at Weston Senior Living Site Plan Amendment

SUMMARY EXPLANATION & BACKGROUND:

Application No. 16-8675 has been resubmitted by Debbie Orshefsky, Esquire, Holland and Knight, on behalf of the property owner, Helen Homes of Weston Development, LLC, for the proposed construction of a special residential facility consisting of 326 adult units for persons aged 55 or older (242 independent living units and 168 assisting living sleeping rooms), in a four story building with recreational amenities (pool, courtyard and sidewalks), and parking with valet areas, on the property located north of Emerald Estates Drive and west of Weston Road (Weston Commons)

REQUESTED ACTION:

Consideration.

EXHIBITS (LIST): (i) Resolution, and (ii) Staff Memorandum dated June 6, 2016 (*Documents listed under Project History, Exhibits, referenced as Prior Approvals, are available from the Office of the City Clerk, upon request*)

PREPARED BY:

Sarah Sinatra Gould, AICP
Director of Development Services

PETITIONER/REPRESENTATIVE:

Debbie Orshefsky, Esq., Holland and Knight, on behalf of the property owner, Helen Homes of Weston Development, LLC

RECOMMENDED FOR CONSIDERATION BY:

John R. Flint, City Manager
Jamie Alan Cole, City Attorney
Sarah Sinatra Gould, AICP
Director of Development Services

FUNDING SOURCE:

Cost Recovery

VOTING REQUIRED FOR PASSAGE:

Majority Majority Plus One Unanimous

COMMISSION ACTION:

	M	2	Y	N	Approved as presented	
Commissioner Norton					Approved as amended	
Commissioner Feuer					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Gomez					Deferred to	
Mayor Stermer					To deny	

Notes:

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CITY OF WESTON, FLORIDA
RESOLUTION NO. 2016-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, CONSIDERING APPLICATION NO. 16-8675, RESUBMITTED SITE PLAN APPLICATION FOR THE PROPOSED CONSTRUCTION OF A SPECIAL RESIDENTIAL FACILITY ON THE PROPERTY LOCATED NORTH OF EMERALD ESTATES DRIVE AND WEST OF WESTON ROAD (WESTON COMMONS), WESTON, FLORIDA.

WHEREAS, First, Section 125.40 Site Plan Review of the Code of Ordinances of the City provides for site plan approvals prior to any development of land in the City; and

WHEREAS, Second, completed Application No. 16-8675 has been resubmitted by Debbie Orshefsky, Esquire, Holland and Knight, on behalf of the property owner, Helen Homes of Weston Development, LLC, for the proposed construction of a special residential facility consisting of 326 adult units for persons aged 55 or older (242 independent living units and 168 assisting living sleeping rooms), in a four story building with recreational amenities (pool, courtyard and sidewalks), and parking with valet areas, on the property located north of Emerald Estates Drive and west of Weston Road (Weston Commons); and

WHEREAS, Third, the project previously received site plan approval by the City Commission on May 7, 2007, and December 1, 2008; and

WHEREAS, Fourth, the site plan was amended and received approval on August 19, 2013; and

WHEREAS, Fifth, the applicant is now re-applying for approval of a site plan, which is identical to the site plan approved on August 19, 2013, and the City has not approved any new amendments to the Code of Ordinances of the City that would affect this project; and

WHEREAS, Sixth, when the site plan amendment was approved in 2013, there were three conditions imposed as part of the approval process, and these conditions will be included as part of this site plan resubmittal; and

WHEREAS, Seventh, the site is approximately 7.55 acres in area and is zoned Planned Employment Center District (PECD), with the property to the north zoned Single-Family Residential Zero Lot Line (RZ), and the properties to the east, south and west zoned PECD, and the proposed residential facility will adhere to the design philosophy followed with the Palace Phase 1 and comply with all PECD design guidelines; and

WHEREAS, Eighth, the City's Departments have reviewed the site plan amendment application and forwarded their comments to the City Manager; and

WHEREAS, Ninth, a final development review report has been issued; and

WHEREAS, Tenth, the notice requirements have been complied with pursuant to City Code Section 125.06 Requirements for Advertising and Notice; and

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, CONSIDERING APPLICATION NO. 16-8675, RESUBMITTED SITE PLAN APPLICATION FOR THE PROPOSED CONSTRUCTION OF A SPECIAL RESIDENTIAL FACILITY ON THE PROPERTY LOCATED NORTH OF EMERALD ESTATES DRIVE AND WEST OF WESTON ROAD (WESTON COMMONS), WESTON, FLORIDA.

1 WHEREAS, Eleventh, the City Manager recommends the City Commission consider the
2 application.

3
4 NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

5
6 Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by
7 reference herein.

8
9 Section 2: Application No. 16-8675 for the proposed construction of a special residential facility
10 consisting of 326 adult units for persons aged 55 or older (242 independent living units and 168
11 assisted living sleeping rooms), in a four story building with recreational amenities (pool, courtyard
12 and sidewalks) and parking with valet areas, on the property located north of Emerald Estates Drive
13 and west of Weston Road (Weston Commons), is/is not in substantial compliance with the
14 requirements of the City’s Land Development Regulations.

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16 Section 3: Application No. 16-8675 for the proposed construction of a special residential facility
17 consisting of 326 adult units for persons aged 55 or older (242 independent living units and 168
18 assisted living sleeping rooms), in a four story building with recreational amenities (pool, courtyard
19 and sidewalks) and parking with valet areas, on the property located north of Emerald Estates Drive
20 and west of Weston Road (Weston Commons), is approved/denied subject to the following
21 conditions:

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23 1. The issuance of a development permit by the City does not in any way create any
24 right on the part of an applicant to obtain a permit from a state or federal agency and does not
25 create any liability on the part of the City for issuance of the permit if the applicant fails to obtain
26 requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes
27 actions that result in a violation of state or federal law. In addition, all applicable state and federal
28 permits shall be obtained by the applicant before commencement of the development.

29
30 2. The Palace Developer agrees to seek an ALF license pursuant to Chapter 429, Part I,
31 Florida Statutes, for all sleeping rooms within the ALF portion of Palace II. The Palace Developer
32 agrees to obtain an ALF license within 180 days from the issuance of final certificate of occupancy
33 for Palace II. If the Palace Developer does not obtain an ALF license within this time frame, interior
34 renovations will be completed to include only independent living community units for which
35 density is measured by each adult unit and not sleeping rooms.

36
37 3. The Palace Developer has confirmed with the City Attorney that the Emerald Estates
38 DRI (“DRI”) should be considered an “essentially built-out” DRI pursuant to Section
39 380.06(15)(g)(3), Florida Statutes. The DRI meets the requirements set forth in (15)(g)(3) and
40 therefore, the Palace Developer will be working with the City and the Department of Community
41 Affairs to provide any necessary documentation in regards to this issue prior to the issuance of any
42 building permit for a principle structure.

43
44 4. The Palace Developer shall install a fence with a windscreen throughout the
45 perimeter of the site prior to issuance of a building permit for a principle structure and shall
46 maintain the site in proper condition throughout the course of construction.

47
48 Section 4: This Resolution shall take effect upon its adoption.
49

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, CONSIDERING APPLICATION NO. 16-8675, RESUBMITTED SITE PLAN APPLICATION FOR THE PROPOSED CONSTRUCTION OF A SPECIAL RESIDENTIAL FACILITY ON THE PROPERTY LOCATED NORTH OF EMERALD ESTATES DRIVE AND WEST OF WESTON ROAD (WESTON COMMONS), WESTON, FLORIDA.

ADOPTED by the City Commission of the City of Weston, Florida, this 6th day of June 2016.

Daniel J. Stermer, Mayor

ATTEST:

Patricia A. Bates, 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

This Resolution was filed in the
Office of the City Clerk on this
_____ day of June 2016

Patricia A. Bates, City Clerk

Roll Call:

Commissioner Norton _____

Commissioner Feuer _____

Commissioner Kallman _____

Commissioner Gomez _____

Mayor Stermer _____



MEMORANDUM

TO: Honorable Mayor and Commissioners
THRU: John R. Flint, City Manager
FROM: Sarah Sinatra Gould, AICP, Director of Development Services
CC: David E. Keller, Assistant City Manager/CFO
Jamie Alan Cole, City Attorney
Patricia A. Bates, MMC, City Clerk
DATE: June 6, 2016
RE: The Palace at Weston Senior Living
No.: 16-8675 CGA

Requested Action: Debbie Orshefsky, Esq., of Holland and Knight, on behalf of the property owner Helen Homes of Weston Development, LLC has resubmitted a site plan application to construct a Special Residential Facility on the property located north of Emerald Estates Drive and west of Weston Road (Weston Commons). The project previously received site plan approval by the City Commission on May 7, 2007 and December 1, 2008. The site plan was amended and received approval by the City Commission on November 16, 2009. The applicant re-applied for the identical site plan, which was approved by the City Commission on August 19, 2013.

The applicant is now re-applying for approval of a site plan, which is identical to the site plan approved on August 19, 2013. The City has not approved any new code amendments since the 2013 approval of this site plan which could affect this project.

When the site plan amendment was approved in 2013, there were three conditions imposed as part of the approval process. These conditions will be included as part of this site plan.

The project consists of 326 adult units for persons aged 55 or older (242 independent living units and 168 assisted living sleeping rooms), in a four story building with recreational amenities (pool, courtyard and sidewalks) and parking with valet areas. All 168 assisted living facility sleeping rooms will be licensed by the State of Florida (equivalent to 84 adult units).

The site is approximately 7.55 acres in area and is zoned PECD - Planned Employment Center District. Property to the north is zoned RZ - Single-Family Residential Zero Lot Line, and properties to the east, south and west are zoned PECD. The proposed residential facility will adhere to the design philosophy followed with the Palace Phase 1 and comply with all PECD design guidelines. The building will be sprinkled and accommodates a paramedic area for fire and rescue.

Name: The Palace at Weston Senior Living

Location: Emerald Estates Drive, west of Weston Road

Folio: 5040 2910 0031

Zoning: PECD

Land Use: IOC (Industrial/Office/Commercial)

Applicant/Relationship: Debbie M. Orshefsky, Esq./Agent

Owner: Helen Homes of Weston Development, LLC

Code Section: §125.40 Requires a review of a site plan prior to any development of land in the City.

The applicant is re-applying for approval of a site plan which is identical to the previously approved site plan. The City has not approved any new code amendments since the 2013 approval of this site plan which could affect this project.

Project History

- **Original Approvals:**

Resolution 2007-58 approved May 7, 2007 to consider site plan approval for The Palace at Weston Senior Living.

- **Subsequent Actions:**

Resolution 2008-22 approved February 8, 2008 to consider site plan amendment for The Palace at Weston Senior Living.

Resolution 2008-147 approved December 1, 2008 to consider site plan approval for The Palace at Weston Senior Living.

Resolution 2009-109 approved November 16, 2009 to consider site plan amendment for The Palace at Weston Senior Living.

Resolution 2013-83. The site plan from 2009 was re-adopted.

- **Current Code Violations:** None

- **Related Applications:** None

Staff Recommendation: Consideration with the following conditions:

1. The Palace Developer agrees to seek an ALF license pursuant to Chapter 429, Part I, Florida Statutes, for all sleeping rooms within the ALF portion of Palace II. The Palace Developer agrees to obtain an ALF license within 180 days from the issuance of final certificate of occupancy for Palace II. If the Palace Developer does not obtain an ALF license within this time frame, interior renovations will be completed to include only independent living community units for which density is measured by each adult unit and not sleeping rooms.
2. The Palace Developer has confirmed with the City Attorney that the Emerald Estates DRI ("DRI") should be considered an "essentially built-out" DRI pursuant to Section 380.06(15)(g)(3), Florida Statutes. The DRI meets the requirements set forth in (15)(g)(3) and therefore, the Palace Developer will be working with the City and the State Land Planning Agency to provide any necessary documentation in regards to this issue prior to the issuance of any building permit for a principle structure.
3. The Palace Developer shall install a fence with a windscreen throughout the perimeter of the site prior to issuance of a building permit for a principle structure and shall maintain the site in proper condition throughout the course of construction.

Exhibits:

1. Application & Business Owner Affidavit
2. Location Map
3. Prior Approvals
4. Extension Approvals
5. Site Plan



CITY OF WESTON

C/o Calvin, Giordano and Associates, Inc
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: (954) 921-7781 Fax: (954) 921-8807

SITE PLAN APPLICATION

The Development Review Committee (DRC) meets the 2nd and 4th Tuesday of each month. In order to be included on an agenda, a complete submittal must be made two weeks prior to the scheduled meeting. A complete submittal includes all items on the "Site Plan Submission Requirements" document as well as completing this application in full. The owner/agent certification must be signed and notarized with the appropriate supplemental documentation attached. Please print legibly in ink or type on this application form.

PROJECT INFORMATION

PROJECT NAME The Palace at Weston Senior Living

OWNERS

NAME Helen Homes of Weston Development, L.L.C.

PHONE/FAX (305) 270-7030 / (305) 357-9843

AGENT'S

NAME Debbie M. Orshefsky

ADDRESS 515 East Las Olas Blvd., Suite 1200, Fort Lauderdale, FL 33301

PHONE/FAX (954) 468-7871/ (954) 463-2030

LOCATION Tract B-2, Weston Common Plat PLAT NAME(Book and Page Weston Commons Plat (176/67)

SEC/TW/RANGE 29/50/40 AREA 7.55 Acres

EXISTING LAND USE Residential Irregular EXISTING ZONING PECD

PRESENT USE OF SITE Vacant

PROPOSED USE (include type use w/sf or # units) Special Residential Facility, 326 adult units (242 Independent Living Community, 168 Assisted Living Facility)

Does the use proposed for this site plan require a special exception? YES _____ NO X
If so, submit application for Special Exception in accordance with Section 124.81

INTERNAL USE ONLY

Date Submitted _____ Project Number _____

1st DRC date _____ 2nd DRC date _____

Report completed _____ City Commission date _____

Comments: _____

<u>ZONING STANDARDS</u>	Required	Provided
Plot size	<u>See PECD Guidelines</u>	<u>328.888 or 7.55 acres</u>
Setbacks (F/R/S)	<u>See PECD Guidelines</u>	<u>See PECD Guidelines</u>
Lot coverage	<u>35%</u>	<u>35%</u>
Open Space	<u>30%</u>	<u>30%</u>
Height	<u>76'0</u>	<u>73'4"</u>

<u>ENGINEERING PLAN</u>	Completed
Indicate all easement on or adjacent to the subject property	<u>YES</u>
Indicate all existing utilities on or adjacent to subject property	<u>YES</u>

- | | YES | NO |
|--|-------------|-------------|
| 1. Is the project subject to any existing or proposed agreements with Broward County?
If YES, state the title and subject of the agreement and attach a copy. | <u>X</u> | <u> </u> |
| 2. Are off-site roadway improvements being required by any government agency or proposed by the applicant? If YES, depict on site plan or attach separate plans. | <u> </u> | <u>X</u> |
| 3. Does this property or project have and adjudicated of vested rights status?
If YES, attach appropriate documentation. | <u> </u> | <u>X</u> |
| 4. Is joint access with adjacent property proposed or required? If YES, attach any available documentation. | <u>X</u> | <u> </u> |
| 5. Does this property abut a Broward County Trafficway? | <u> </u> | <u>X</u> |
| 6. If YES, to #5, has any discussion with Broward County Traffic Engineering Division taken place? N/A | <u> </u> | <u> </u> |
| 7. If YES, state the name of the person(s) N/A | <u> </u> | <u> </u> |

-Applicants are advised that proposed access openings to Broward County Trafficways or proposed openings within 100 feet of a designated Trafficway are subject to approval from Broward County Engineering and Traffic Engineering Divisions.

- | | | |
|--|-------------|-------------|
| 8. Does this property abut a State Road? | <u> </u> | <u>X</u> |
| 9. If YES to #8, has any discussion with the Florida Department of Transportation taken place? N/A | <u> </u> | <u> </u> |
| 10. If YES, state the name of person(s) contacted? N/A Name _____ | | |

-Applicants are advised that proposed access opening to a State Road or public roadway within 200 feet of a State Road are subject to approval from the Florida Department of Transportation.

Issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

OWNER CERTIFICATION

This is to certify that I am the owner of the property described in this application and that all information supplied herein is true and correct to the best of my knowledge. By signing this application I so hereby authorize the undersigned to serve as agent for this project. The agent is authorized by me to agree to any and all binding conditions throughout the review of the site plan. I do hereby agree to be bound by any and all conditions, or amendments required by the final development plan and approving resolution.

Signature of owner: _____ 

State of Florida
County of Broward

Subscribed and sworn before me on May 11, 2014 by Jacob Shaham

Personally known
Produced identification


Signature of Notary Public



(Affix Stamp)

Signature or agent: _____

State of Florida
County of Broward

Subscribed and sworn before me on _____ by _____

Personally known
Produced identification

Signature of Notary Public

(Affix Stamp)



APPLICANT REPRESENTATIVE AFFIDAVIT

(MUST BE COMPLETED BY PROPERTY OWNER AND EACH APPLICANT REPRESENTATIVE)

STATE OF FLORIDA)
COUNTY OF BROWARD)

Before me, the undersigned authority, personally appeared the affiant who, upon first being duly sworn, deposes and says:

(FOR INDIVIDUAL APPLICANTS)

1(a). I am the owner of the property described below, and have submitted the following application to the City of Weston:

Name of Applicant _____

Application for: Land Use Plan Amendment Rezoning Special Exception Zoning Variance
 Site Plan Approval Site Plan Amendment Plat Approval Plat Amendment

Property Location _____

CG&A Permit Process Number _____

(FOR ENTITY APPLICANTS)

1(b). I am the Member (position) of Helen Homes of Weston Development, L.L.C. (name of entity "Applicant") that owns the property described below, and has submitted an application to the City of Weston, and I have the authority to file this affidavit and to bind the Applicant.

Name of Applicant JACOB SHAHAM

Application for: Land Use Plan Amendment Rezoning Special Exception Zoning Variance
 Site Plan Approval Site Plan Amendment Plat Approval Plat Amendment

Property Location Tract B-2, of Weston Commons Plat (176/67)

CG&A Permit Process Number _____

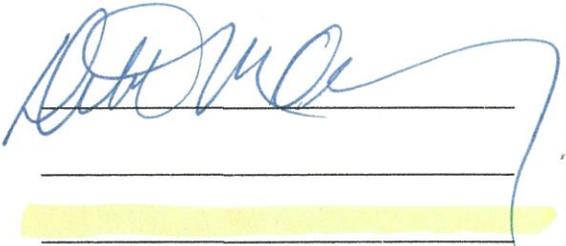
2. The Applicant acknowledges that Section 125.04(C)(1) of the Land Development Code of the City of Weston requires that any applicant for a development permit must disclose "all persons representing the individual or entity applying for the development permit in connection with the application, including, but not limited to, all attorneys, architects, landscape architects, engineers and lobbyists."

3. The Applicant acknowledges that Section 125.04(C)(2) of the Land Development Code of the City of Weston requires that the Applicant, the property owner, and any person representing the Applicant must disclose "whether it has any Business Relationships with any member of the City Commission or any City Advisory Board, and, if so, disclose the identity of the member with which it has a Business Relationship and the nature of the Business Relationship." *Business Relationship is defined as:*

Business Relationship: a member of the City Commission or a City Advisory Board has a business relationship with a person or an entity if any of the following exist:

- a) the member of the City Commission or City Advisory Board has any ownership interest, directly or indirectly, in excess of 1% in the entity; or
- b) the member of the City Commission or City Advisory Board is a partner, co-shareholder or joint venturer with the person in any business venture;
- c) the entity or person is a client of the member of the City Commission or City Advisory Board, or a client of another professional working from the same office and for the same employer as the member of the City Commission or City Advisory Board;
- d) the member of the City Commission or City Advisory Board is a client of the entity or the person;
- e) the entity or person is a customer of the member of the City Commission or City Advisory Board (or his/her employer) and transacts more than 5% of the business in a given calendar year of the member of the City Commission or City Advisory Board (or his/her employer) or more than \$25,000 of business in a given calendar year; or
- f) the member of the City Commission or City Advisory Board is a customer of the entity or the person and transacts more than 5% of the business in a given calendar year of the entity or person or more than \$25,000 of business in a given calendar year.

The following is a complete list of the Applicant, the property owner and all persons representing the Applicant in connection with the application including, but not limited to, all attorneys, architects, landscape architects, engineers, lobbyists, tenants and/or contract purchasers:

Name (print)	Business Relationship		Signature
	Yes*	No	
a) <u>Debbie M. Orshefsky</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b) <u>Gabriel Salazar</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c) <u>Jacob Shaham</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
d) <u>Alon Ben-David</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
e) _____	<input type="checkbox"/>	<input type="checkbox"/>	
f) _____	<input type="checkbox"/>	<input type="checkbox"/>	
g) _____	<input type="checkbox"/>	<input type="checkbox"/>	

* If yes, then identified person shall fill out a Business Relationship Affidavit

4. The Applicant agrees that he/she/it will be bound by any statements, representations and promises made in connection with the Application by any of the individuals identified above.

3. The Applicant acknowledges that Section 125.04(C)(2) of the Land Development Code of the City of Weston requires that the Applicant, the property owner, and any person representing the Applicant must disclose "whether it has any Business Relationships with any member of the City Commission or any City Advisory Board, and, if so, disclose the identity of the member with which it has a Business Relationship and the nature of the Business Relationship." *Business Relationship is defined as:*

Business Relationship: a member of the City Commission or a City Advisory Board has a business relationship with a person or an entity if any of the following exist:

- a) the member of the City Commission or City Advisory Board has any ownership interest, directly or indirectly, in excess of 1% in the entity; or
- b) the member of the City Commission or City Advisory Board is a partner, co-shareholder or joint venturer with the person in any business venture;
- c) the entity or person is a client of the member of the City Commission or City Advisory Board, or a client of another professional working from the same office and for the same employer as the member of the City Commission or City Advisory Board;
- d) the member of the City Commission or City Advisory Board is a client of the entity or the person;
- e) the entity or person is a customer of the member of the City Commission or City Advisory Board (or his/her employer) and transacts more than 5% of the business in a given calendar year of the member of the City Commission or City Advisory Board (or his/her employer) or more than \$25,000 of business in a given calendar year; or
- f) the member of the City Commission or City Advisory Board is a customer of the entity or the person and transacts more than 5% of the business in a given calendar year of the entity or person or more than \$25,000 of business in a given calendar year.

The following is a complete list of the Applicant, the property owner and all persons representing the Applicant in connection with the application including, but not limited to, all attorneys, architects, landscape architects, engineers, lobbyists, tenants and/or contract purchasers:

Name (print)	Business Relationship		Signature
	Yes*	No	
a) <u>Debbie M. Orshefsky</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
b) <u>Gabriel Salazar</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
c) <u>Jacob Shaham</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
d) <u>Alon Ben-David</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
e) _____	<input type="checkbox"/>	<input type="checkbox"/>	_____
f) _____	<input type="checkbox"/>	<input type="checkbox"/>	_____
g) _____	<input type="checkbox"/>	<input type="checkbox"/>	_____

* If yes, then identified person shall fill out a Business Relationship Affidavit

4. The Applicant agrees that he/she/it will be bound by any statements, representations and promises made in connection with the Application by any of the individuals identified above.

5. The Applicant acknowledges that Section 125.04(C)(3) of the Land Development Code requires this information to be updated "If, at any time prior to City Commission consideration of an application for a development permit, the information contained in any Applicant Representative Affidavit or Business Relationship Affidavit becomes incorrect or incomplete, the person or entity submitting the affidavit must supplement the affidavit and, if the supplementation requires the submission of additional Applicant Representative Affidavits or Business Relationship Affidavits, ensure that such affidavits are also filed." The Applicant further understands that "If any supplementary affidavits are submitted less than fourteen days before the application is scheduled for consideration by the City Commission or any City Advisory Board, the application may be withdrawn by the City Manager, or his designee, and placed on a subsequent agenda."

Further the affiant sayeth naught.



(Signature of Applicant)

Jacob Shaham

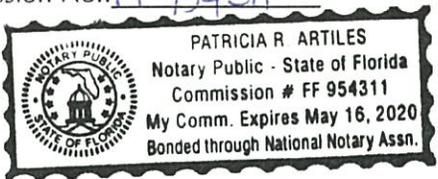
(Print Name)

SWORN TO AND SUBSCRIBED before me this 11 day of May, 2016 by Jacob Shaham (Affiant), who is personally known to me or has produced _____ as identification.

My commission expires: May 16, 2020
Commission No.: FF 954311



NOTARY PUBLIC





The Palace at Weston



EMERALD ESTATES DRIVE

Weston Rd



7



AGENDA ITEM SUMMARY

MEETING DATE: June 6, 2016

AGENDA ITEM No.: 7

FOR:
 City of Weston Indian Trace Development District Bonaventure Development District

TITLE:
 A Resolution of the City Commission of the City of Weston, Florida, considering Application No. 16-8473, a site plan amendment for the proposed construction of a new emergency department/intensive care unit (ED/ICU) bed tower and a central utility plant (CUP) on Cleveland Clinic's main campus, located at 3100 Weston Road, Weston, Florida.
Cleveland Clinic Emergency Department/Intensive Care Unit (ED/ICU) and Central Utility Plan (CUP) Site Plan Amendment

SUMMARY EXPLANATION & BACKGROUND:
 Application No. 16-8473 has been submitted by Michael Chesser, Owner's Representative from the Office of Construction, for and on behalf of Cleveland Clinic Florida, Owner/Applicant, a site plan amendment for the proposed construction of a new Emergency Department/Intensive Care Unit (ED/ICU) bed tower and a Central Utility Plant (CUP) on Cleveland Clinic's main campus, 3100 Weston Road.

REQUESTED ACTION:
 Consideration.

EXHIBITS (LIST): (i) Resolution, and (ii) Staff Memorandum dated June 6, 2016 (*Documents listed under Project History, Subsequent Actions, and referenced as Exhibits are available from the Office of the City Clerk, upon request*)

PREPARED BY:
 Sarah Sinatra Gould, AICP
 Director of Development Services

PETITIONER/REPRESENTATIVE:
 Michael Chesser, Owner's Representative from the Office of Construction for and on behalf of Cleveland Clinic Florida

RECOMMENDED FOR CONSIDERATION BY:
 John R. Flint, City Manager
 Jamie Alan Cole, City Attorney
 Sarah Sinatra Gould, AICP
 Director of Development Services

FUNDING SOURCE:
 Cost Recovery

VOTING REQUIRED FOR PASSAGE:
 Majority Majority Plus One Unanimous

COMMISSION ACTION:					
	M	2	Y	N	
					Approved as presented
Commissioner Norton					Approved as amended
Commissioner Feuer					Approved with conditions
Commissioner Kallman					Continued to
Commissioner Gomez					Deferred to
Mayor Stermer					To deny

Notes:

CITY OF WESTON, FLORIDA
RESOLUTION NO. 2016-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, CONSIDERING APPLICATION NO. 16-8473, A SITE PLAN AMENDMENT FOR THE PROPOSED CONSTRUCTION OF A NEW EMERGENCY DEPARTMENT/INTENSIVE CARE UNIT (ED/ICU) BED TOWER AND A CENTRAL UTILITY PLANT (CUP) ON CLEVELAND CLINIC'S MAIN CAMPUS, LOCATED AT 3100 WESTON ROAD, WESTON, FLORIDA.

WHEREAS, First, Section 125.40 Site Plan Review of the Code of Ordinances of the City provides for site plan approvals prior to any development of land in the City; and

WHEREAS, Second, completed Application No. 16-8473 has been submitted by Michael Chesser, Owner's Representative from the Office of Construction, for and on behalf of Cleveland Clinic Florida, Owner/Applicant, a site plan amendment for the proposed construction of a new Emergency Department/Intensive Care Unit (ED/ICU) bed tower and a Central Utility Plant (CUP) on Cleveland Clinic's main campus, 3100 Weston Road, and;

WHEREAS, Third, the tower expansion includes a 204,474 square foot hospital addition, as well as 14,154 square foot service corridor and utility building addition, and the expansion will accommodate 100 hospital beds as well as a new emergency department entrance, and a service corridor will also be created to connect the existing hospital with the proposed expansion, and the CUP will house the campus's utility equipment, as well as cooling tower yard; and

WHEREAS, Fourth, on May 16, 2016, the Applicant previously received site plan approval from the City Commission via Resolution No. 2016-60 for the expansion of Parking Lots J and K to accommodate the proposed addition of the ED/ICU and CUP buildings, and submitted the parking lot plans necessary to support the proposed improvements, and those parking lots will ultimately serve the addition of the tower expansion, as well as the service corridor and utility building addition; and

WHEREAS, Fifth, the previous site plan approval added 334 parking spaces to the campus, and the proposed ED/ICU and CUP building require 335 parking spaces; however, Cleveland Clinic has a surplus of 12 parking spaces, and no parking modifications are included in this site plan amendment; and

WHEREAS, Sixth, the City's Departments have reviewed the site plan amendment application and forwarded their comments to the City Manager; and

WHEREAS, Seventh, a final development review report has been issued; and

WHEREAS, Eighth, the notice requirements have been complied with pursuant to City Code Section 125.06 Requirements for Advertising and Notice; and

WHEREAS, Ninth, the City Manager recommends the City Commission consider the application.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, CONSIDERING APPLICATION NO. 16-8473, A SITE PLAN AMENDMENT FOR THE PROPOSED CONSTRUCTION OF A NEW EMERGENCY DEPARTMENT/INTENSIVE CARE UNIT (ED/ICU) BED TOWER AND A CENTRAL UTILITY PLANT (CUP) ON CLEVELAND CLINIC'S MAIN CAMPUS, LOCATED AT 3100 WESTON ROAD, WESTON, FLORIDA.

1
2 Section 2: Application No. 16-8473 has been submitted by Michael Chesser, Owner's
3 Representative from the Office of Construction, for and on behalf of Cleveland Clinic Florida,
4 Owner/Applicant, a site plan amendment for the proposed construction of a new Emergency
5 Department/Intensive Care Unit (ED/ICU) bed tower and a Central Utility Plant (CUP) on Cleveland
6 Clinic's main campus, 3100 Weston Road, is/is not in substantial compliance with the requirements
7 of the City's Land Development Regulations.
8

9 Section 3: Application No. 16-8473 has been submitted by Michael Chesser, Owner's
10 Representative from the Office of Construction, for and on behalf of Cleveland Clinic Florida,
11 Owner/Applicant, a site plan amendment for the proposed construction of a new Emergency
12 Department/Intensive Care Unit (ED/ICU) bed tower and a Central Utility Plant (CUP) on Cleveland
13 Clinic's main campus, 3100 Weston Road, is approved/denied subject to the following condition:
14

- 15 1. The issuance of a development permit by the City does not in any way create any
16 right on the part of an applicant to obtain a permit from a state or federal agency
17 and does not create any liability on the part of the City for issuance of the permit if
18 the applicant fails to obtain requisite approvals or fulfill the obligations imposed by
19 a state or federal agency or undertakes actions that result in a violation of state or
20 federal law. In addition, all applicable state and federal permits shall be obtained
21 by the applicant before commencement of the development.
22
23

24 Section 4: This Resolution shall take effect upon its adoption.
25

26 ADOPTED by the City Commission of the City of Weston, Florida, this 6th day of June 2016.
27
28
29

30 _____
Daniel J. Stermer, Mayor

31 ATTEST:
32
33

34 _____
Patricia A. Bates, City Clerk
35

36 Approved as to form and legality
37 for the use of and reliance by the
38 City of Weston only:
39

40 _____
41 Jamie Alan Cole, City Attorney
42

43 This Resolution was filed in the
44 Office of the City Clerk on this
45 _____ day of June 2016
46

47 _____
48 Patricia A. Bates, City Clerk

Roll Call:
Commissioner Norton _____
Commissioner Feuer _____
Commissioner Kallman _____
Commissioner Gomez _____
Mayor Stermer _____



MEMORANDUM

TO: Honorable Mayor and Commissioners

THRU: John R. Flint, City Manager

FROM: Sarah Sinatra Gould, AICP, Director of Development Services

CC: David E. Keller, Assistant City Manager/CFO

Jamie Alan Cole, City Attorney

Patricia A. Bates, MMC, City Clerk

DATE: June 6, 2016

RE: Cleveland Clinic Emergency Department/Intensive Care Unit and Central Utility Plant

NO: 16-8473

Requested Action: Michael Chesser, Owners Representative from the Office of Construction for and on behalf of Cleveland Clinic Florida, has submitted a Site Plan Amendment application for the construction of a new Emergency Department/Intensive Care Unit (ED/ICU) bed tower and a Central Utility Plant (CUP) located on Cleveland Clinic's main campus. The tower expansion includes a 204,474 square foot hospital addition as well as a 14,154 square foot service corridor and utility building addition.

The expansion will accommodate 100 hospital beds as well as a new emergency department entrance. A service corridor will also be created to connect the existing hospital with the proposed expansion. The Central Utility Plant will house the campus's utility equipment as well as a cooling tower yard.

The applicant previously received site plan approval from the City Commission for the expansion of Parking Lots J and K to accommodate the proposed addition of the ED/ICU and CUP buildings. The previous site plan approval added 334 parking spaces to the campus. The proposed ED/ICU and CUP building require 335 parking spaces, however Cleveland Clinic has a surplus of 12 parking spaces. Therefore, no parking modifications are included in this site plan amendment. The following is a summary of the parking requirements:

Hospital existing parking spaces	417 spaces
Clinic	960 spaces
Mechanical Equipment	39 spaces
Emergency Generator Building	2 spaces

IR Building	8 spaces
NICI	984 spaces
Hospital Expansion (proposed)	306 spaces
Central Utility Plant (proposed)	29 spaces

TOTAL PARKING PROVIDED 2,757 spaces
REQUIRED PARKING 2,745 spaces

12 PARKING SPACE SURPLUS

Name: Cleveland Clinic Parking Lot Expansion

Owner: Cleveland Clinic Florida Health System (a Florida nonprofit corporation)

Submitted by: Michael Chesser, Owners Representative for Cleveland Clinic

Location: 3100 Weston Road

Zoning: Hospital Zoning (HZ) District

Land Use: Industrial

Folio:

5040 17 02 0720
5040 17 02 0470
5040 17 02 0600
5040 17 02 0721
5040 17 02 0723
5040 17 02 0722

Code Section:

§125.40 Requires a review of a site plan prior to any development of land in the City.

The applicant has submitted a site plan to construct an Emergency Department bed tower and a Central Utility Plant at Cleveland Clinic.

Project History

- Original Approval: The Site Plan was approved on March 2, 1998.
- Subsequent Actions:
 1. Resolution 2000-03, approved January 18, 2000, site plan amendment.
 2. Resolution 2000-118, approved July 17, 2000, plat note amendment to add 225 hotel rooms to Lot 4, Block 6 of the Park of Commerce Plat.
 3. Resolution 2000-119, approved July 17, 2000, special exception for helipad use.
 4. Resolution 2000-120, approved July 17, 2000, site plan amendment for helipad.
 5. Resolution 2001-43, approved March 19, 2001, variance for freestanding emergency sign.

6. Resolution 2001-44, approved March 19, 2001, variance for ambulance and emergency sign.
7. Resolution 2001-62, approved April 16, 2001, denied a sign variance and requested to construct to previously approved signs.
8. Resolution 2001-63, approved April 16, 2001, variance for two monument signs.
9. Resolution 2002-187, approved October 7, 2002, site plan amendment to eliminate and replace the existing landscaped median with a drive isle, add handicapped parking spaces and extend existing canopy.
10. Resolution 2005-67 approved May 2, 2005, site plan amendment to construct 76 parking spaces and an area for MRI/PET Scan mobile trailer.
11. Resolution 2005-66, approved May 2, 2005, variance to reduce the required landscape buffer and to eliminate the required five-foot planting strip.
12. Resolution 2008-78, approved June 16, 2008, variance to allow illuminated channel lettering to replace the reverse channel lettering on the existing wall sign on the east elevation and the west elevation.
13. Resolution 2009-24, approved April 6, 2009, site plan amendment to construct a 4,600 square foot addition to the second floor of the hospital portion of the medical campus to accommodate a Post Anesthesia Care Unit (PACU).
14. Ordinance 2011-06, approved June 20, 2011, creation of the Hospital Zoning District.
15. Ordinance 2012-02 approved February 6, 2012, rezoning of approximately 60.746 acres, from Office (O-1) to Hospital Zoning (HZ)
16. Resolution 2013-134 approved November 4, 2013, setback variance for the proposed Cleveland Clinic Neurology Institute and Cancer Institute Building.
17. Resolution 2013-135 approved November 4, 2013, foundation planting variance for the proposed Cleveland Clinic Neurology Institute and Cancer Institute Building.
18. Resolution 2013-136 approved November 4, 2013, site plan application to build a 143,431 square foot, 92 foot high, five story medical office building.
19. Resolution 2014-62 approved July 2, 2014, variance application to waive landscaping requirements for a parking lot to function solely as vehicular storage.
20. Resolution 2014-63 approved July 2, 2014, variance application to waive off-street parking and loading requirements for a parking lot to function solely as vehicular storage.
21. Resolution 2014-64 approved July 2, 2014, site plan amendment to construct a parking lot to serve as vehicle storage for the proposed Rick Case Alfa Romeo dealership.
22. Resolution 2014-80 approved August 18, 2014, a variance from Chapter 123 of the Code of Ordinances of the City, Landscaping, to waive certain landscaping requirements for proposed parking improvements in the north parking lot.
23. Resolution 2014-81 approved August 18, 2014, a site plan amendment for two new parking lots.
24. Resolution 2014-113 approved September 29, 2014, site plan amendment for a 7,975 square foot Interventional Radiology (IR) Annex Building.
25. Resolution 2016-58 approved May 16, 2016, variance from Chapter 123 to waive certain landscape relating to landscape island requirements in parking Lot J.
26. Resolution 2016-59 approved May 16, 2016, variance from Chapter 123 to waive certain landscape requirements for a portion of the buffer in Parking Lot J.

27. Resolution 2016-60 approved May 16, 2016, site plan amendment for a relocated helipad and the construction of Parking Lots J and K.

- Current Code Violations:

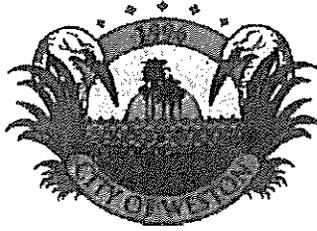
1. Pending case: # 16010134 – Failure to finalize close out package.

- Related Applications: None

Staff Recommendation: Consideration.

Exhibits:

1. Application & Business Owner Affidavit
2. Location Map
3. Site Plan
4. Ordinances/Resolutions



CITY OF WESTON

C/o Calvin, Giordano and Associates, Inc
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: (954) 921-7781 Fax: (954) 921-8807

SITE PLAN APPLICATION

The Development Review Committee (DRC) meets the 2nd and 4th Tuesday of each month. In order to be included on an agenda, a complete submittal must be made two weeks prior to the scheduled meeting. A complete submittal includes all items on the "Site Plan Submission Requirements" document as well as completing this application in full. The owner/agent certification must be signed and notarized with the appropriate supplemental documentation attached. Please print legibly in ink or type on this application form.

PROJECT INFORMATION

PROJECT NAME ED/ Intensive Care Unit (ED/ICU) and Central Utility Plant (CUP) Buildings

OWNERS

NAME Cleveland Clinic of Florida Health System a Non Profit Corporation

PHONE/FAX (216) 445-9521, (216) 444-7020

AGENT'S

NAME Juan M. Villar P.E.

ADDRESS CSA Central Inc., 6100 Blue Lagoon Drive, Suite 300 Miami, Florida 33126

PHONE/FAX (305) 461-5484 / (305) 461-5494

LOCATION 3100 Weston Road PLAT NAME(Book and Page Park of Commerce PB 110, Pg 15

SEC/TW/RANGE 20/40/50 AREA 42.758 Ac. (1,862,515 sq. ft.)

EXISTING LAND USE Hospital EXISTING ZONING HZ

PRESENT USE OF SITE Clinic and Hospital Facilities

PROPOSED USE (include type use w/sf or # units) Site Improvements and Building Addition to serve future ED/ICU Building

Does the use proposed for this site plan require a special exception? YES ___ NO X
If so, submit application for Special Exception in accordance with Section 124.81

INTERNAL USE ONLY

Date Submitted _____ Project Number _____

1 st DRC date _____	2 nd DRC date _____
Report completed _____	City Commission date _____
Comments: _____	

<u>ZONING STANDARDS</u>	Required	Provided
Plot size	<u>1.00 Ac.</u>	<u>42.758 Ac.</u>
Setbacks (F/R/S)	<u>50' / 25' / 25'</u>	<u>N/A</u>
Lot coverage	<u>N/A</u>	_____
Open Space	<u>30%</u>	<u>39%</u>
Height	_____	_____

<u>ENGINEERING PLAN</u>	Completed
Indicate all easement on or adjacent to the subject property	<u>Yes</u>
Indicate all existing utilities on or adjacent to subject property	<u>Yes</u>

- | | YES | NO |
|--|-----|----------|
| 1. Is the project subject to any existing or proposed agreements with Broward County?
If YES, state the title and subject of the agreement and attach a copy. | ___ | <u>X</u> |
| 2. Are off-site roadway improvements being required by any government agency or proposed by the applicant? If YES, depict on site plan or attach separate plans. | ___ | <u>X</u> |
| 3. Does this property or project have and adjudicated of vested rights status?
If YES, attach appropriate documentation. | ___ | <u>X</u> |
| 4. Is joint access with adjacent property proposed or required? If YES, attach any available documentation. | ___ | <u>X</u> |
| 5. Does this property abut a Broward County Trafficway? | ___ | <u>X</u> |
| 6. If YES, to #5, has any discussion with Broward County Traffic Engineering Division taken place? | ___ | <u>X</u> |
| 7. If YES, state the name of the person(s) | ___ | ___ |

-Applicants are advised that proposed access openings to Broward County Trafficways or proposed openings within 100 feet of a designated Trafficway are subject to approval from Broward County Engineering and Traffic Engineering Divisions.

- | | | |
|--|-----|----------|
| 8. Does this property abut a State Road? | ___ | <u>X</u> |
| 9. If YES to #8, has any discussion with the Florida Department of Transportation taken place? | ___ | <u>X</u> |
| 10. If YES, state the name of person(s) contacted? Name _____ | | |

-Applicants are advised that proposed access opening to a State Road or public roadway within 200 feet of a State Road are subject to approval from the Florida Department of Transportation.

Issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

OWNER CERTIFICATION

This is to certify that I am the owner of the property described in this application and that all information supplied herein is true and correct to the best of my knowledge. By signing this application I so hereby authorize the undersigned to serve as agent for this project. The agent is authorized by me to agree to any and all binding conditions throughout the review of the site plan. I do hereby agree to be bound by any and all conditions, or amendments required by the final development plan and approving resolution.

Signature of owner: *[Signature]*

State of Florida
County of Broward

Subscribed and sworn before me on 4.6.16 by Michael Chesser

Personally known
Produced identification

[Signature]
Signature of Notary Public



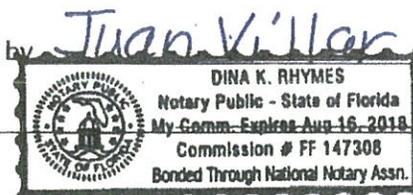
(Affix Stamp)

Signature or agent: *Juan M. Villar*

State of Florida
County of Broward

Subscribed and sworn before me on 3/30/16 by Juan Villar

[Signature] Personally known





APPLICANT REPRESENTATIVE AFFIDAVIT

(MUST BE COMPLETED BY PROPERTY OWNER AND EACH APPLICANT REPRESENTATIVE)

STATE OF FLORIDA)
COUNTY OF BROWARD)

Before me, the undersigned authority, personally appeared the affiant who, upon first being duly sworn, deposes and says:

(FOR INDIVIDUAL APPLICANTS)

1(a). I am the owner of the property described below, and have submitted the following application to the City of Weston:

Name of Applicant _____

Application for: Land Use Plan Amendment Rezoning Special Exception Zoning Variance
 Site Plan Approval Site Plan Amendment Plat Approval Plat Amendment

Property Location _____

CG&A Permit Process Number _____

(FOR ENTITY APPLICANTS)

1(b). I am the *Director of Strategic Project Development* (position) of Cleveland Clinic Florida Health System a Non Profit Corporation (name of entity "Applicant") that owns the property described below, and has submitted an application to the City of Weston, and I have the authority to file this affidavit and to bind the Applicant.

Name of Applicant Cleveland Clinic Florida Health System a Non Profit Corporation

Application for: Land Use Plan Amendment Rezoning Special Exception Zoning Variance
 Site Plan Approval Site Plan Amendment Plat Approval Plat Amendment

Property Location 3100 Weston Road, Weston Florida 33331

CG&A Permit Process Number _____

2. The Applicant acknowledges that Section 125.04(C)(1) of the Land Development Code of the City of Weston requires that any applicant for a development permit must disclose "all persons representing the individual or entity applying for the development permit in connection with the application, including, but not limited to, all attorneys, architects, landscape architects, engineers and lobbyists."

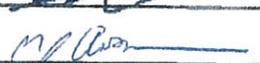
3. The Applicant acknowledges that Section 125.04(C)(2) of the Land Development Code of the City of Weston requires that the Applicant, the property owner, and any person representing the Applicant must disclose "whether

it has any Business Relationships with any member of the City Commission or any City Advisory Board, and, if so, disclose the identity of the member with which it has a Business Relationship and the nature of the Business Relationship." *Business Relationship is defined as:*

Business Relationship: a member of the City Commission or a City Advisory Board has a business relationship with a person or an entity if any of the following exist:

- a) the member of the City Commission or City Advisory Board has any ownership interest, directly or indirectly, in excess of 1% in the entity; or
- b) the member of the City Commission or City Advisory Board is a partner, co-shareholder or joint venturer with the person in any business venture;
- c) the entity or person is a client of the member of the City Commission or City Advisory Board, or a client of another professional working from the same office and for the same employer as the member of the City Commission or City Advisory Board;
- d) the member of the City Commission or City Advisory Board is a client of the entity or the person;
- e) the entity or person is a customer of the member of the City Commission or City Advisory Board (or his/her employer) and transacts more than 5% of the business in a given calendar year of the member of the City Commission or City Advisory Board (or his/her employer) or more than \$25,000 of business in a given calendar year; or
- f) the member of the City Commission or City Advisory Board is a customer of the entity or the person and transacts more than 5% of the business in a given calendar year of the entity or person or more than \$25,000 of business in a given calendar year.

The following is a complete list of the Applicant, the property owner and all persons representing the Applicant in connection with the application including, but not limited to, all attorneys, architects, landscape architects, engineers, lobbyists, tenants and/or contract purchasers:

Name (print)	Business Relationship		Signature
	Yes*	No	
a) <u>Lynn Boeke, AIA Leed BD+C</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b) <u>Juan M. Villar P.E.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c) <u>Simon Beer R.L.A.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
d) <u>Tony Esposito P.E.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
e) <u>MIKE CHESSER</u>	<input type="checkbox"/>	<input type="checkbox"/>	
f) _____	<input type="checkbox"/>	<input type="checkbox"/>	_____
g) _____	<input type="checkbox"/>	<input type="checkbox"/>	_____

* If yes, then identified person shall fill out a Business Relationship Affidavit

4. The Applicant agrees that he/she/it will be bound by any statements, representations and promises made in connection with the Application by any of the individuals identified above.

5. The Applicant acknowledges that Section 125.04(C)(3) of the Land Development Code requires this information to be updated "If, at any time prior to City Commission consideration of an application for a development permit, the information contained in any Applicant Representative Affidavit or Business Relationship Affidavit becomes incorrect or incomplete, the person or entity submitting the affidavit must supplement the affidavit and, if the supplementation requires the submission of additional Applicant Representative Affidavits or Business Relationship Affidavits, ensure

that such affidavits are also filed." The Applicant further understands that "If any supplementary affidavits are submitted less than fourteen days before the application is scheduled for consideration by the City Commission or any City Advisory Board, the application may be withdrawn by the City Manager, or his designee, and placed on a subsequent agenda."

Further the affiant sayeth naught.

Mike Chesser
(Signature of Applicant)

MIKE CHESSE
(Print Name)

SWORN TO AND SUBSCRIBED before me this 19 day of May, 2016 by Michael Chesser (Affiant), who is personally known to me or has produced _____ as identification.

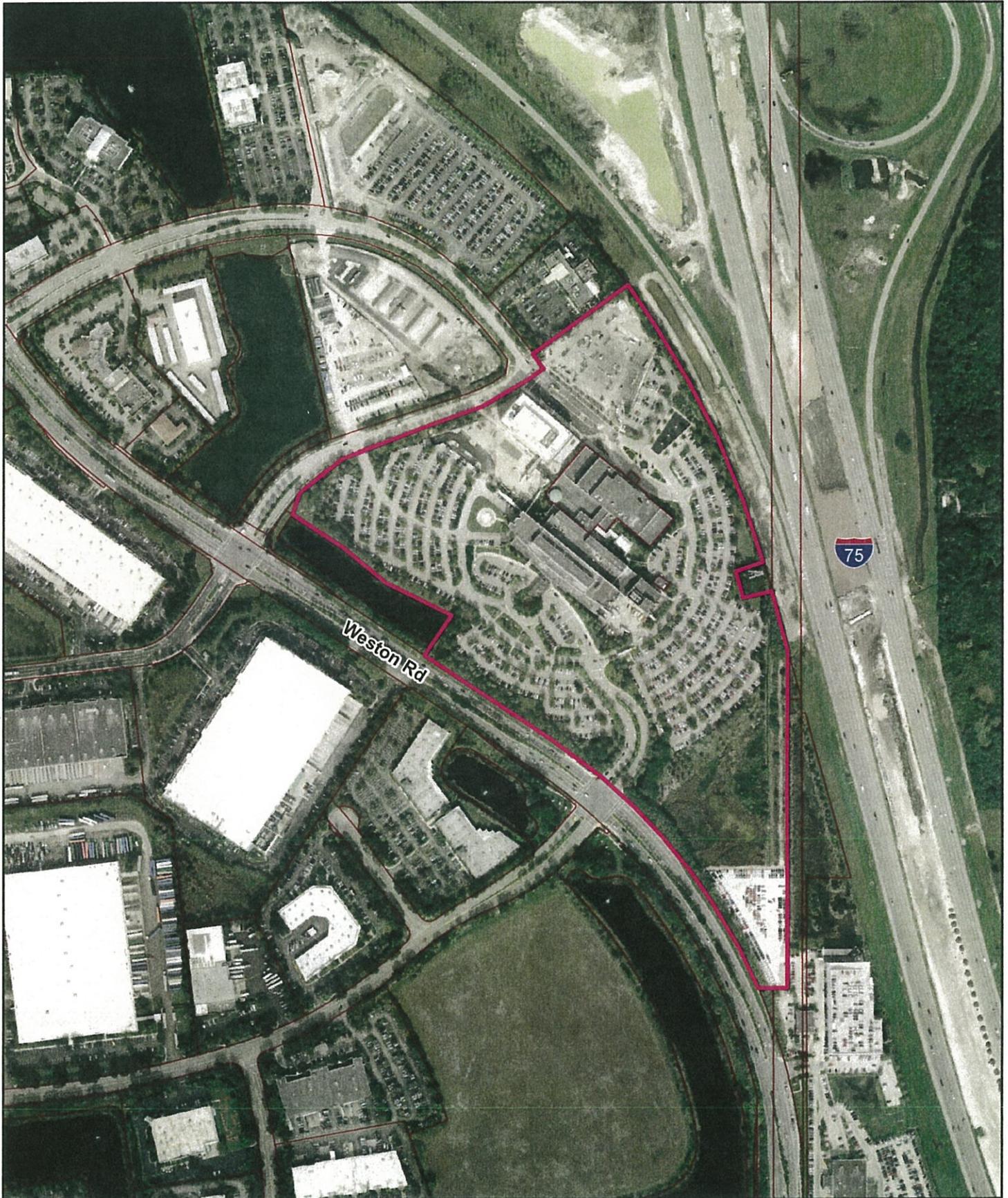
My commission expires: _____
Commission No.: _____

David Bittan
NOTARY PUBLIC





The City of Weston
Cleveland Clinic
Site Plan Amendment 3100 Weston Road



8



AGENDA ITEM SUMMARY

MEETING DATE: June 6, 2016

AGENDA ITEM NO.: 8

FOR:
 City of Weston Indian Trace Development District Bonaventure Development District

TITLE:
 An Ordinance of the City of Weston, Florida, amending Section 124.68, "Certificates of Use" of the City Code to provide that no additional zoning review or building code inspection for an applicable building code discipline is required prior to the issuance of a certificate of use if a passed final inspection for the premises was performed for a related building permit, certificate of completion and/or certificate of occupancy, and the certificate of use for the premises is applied for within 60 days after the issuance of the related certificate of completion, certificate of occupancy or closing out of the building permit; providing for an amended certificate of use; and providing for an effective date.
Public Hearing and First Reading

SUMMARY EXPLANATION & BACKGROUND:
 The City Commission intends to amend the City Code to provide that no additional zoning review or Building Code inspection shall be required for an applicable Building Code discipline prior to the issuance of a certificate of use if a passed final inspection for the premises for the applicable Building Code discipline was performed for a related Building Permit, certificate of completion and/or Certificate of Occupancy, and the certificate of use for the premises is applied for within 60 days after the issuance of the related certificate of completion, Certificate of Occupancy or closing out of the Building Permit.

REQUESTED ACTION:
 Approval.

EXHIBITS (LIST): Ordinance

PREPARED BY: Jamie Alan Cole, City Attorney	PETITIONER/REPRESENTATIVE: Not Applicable
---	---

RECOMMENDED FOR CONSIDERATION BY: John R. Flint, City Manager Jamie Alan Cole, City Attorney	FUNDING SOURCE: Not Applicable
---	--

VOTING REQUIRED FOR PASSAGE:
 Majority Majority Plus One Unanimous

COMMISSION ACTION:					
	M	2	Y	N	
Commissioner Norton					Approved as presented
Commissioner Feuer					Approved as amended
Commissioner Kallman					Approved with conditions
Commissioner Gomez					Continued to
Mayor Stermer					Deferred to
					To deny

Notes:

CITY OF WESTON, FLORIDA
ORDINANCE NO. 2016-_____

AN ORDINANCE OF THE CITY OF WESTON, FLORIDA, AMENDING SECTION 124.68, "CERTIFICATES OF USE" OF THE CITY CODE TO PROVIDE THAT NO ADDITIONAL ZONING REVIEW OR BUILDING CODE INSPECTION FOR AN APPLICABLE BUILDING CODE DISCIPLINE IS REQUIRED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF USE IF A PASSED FINAL INSPECTION FOR THE PREMISES WAS PERFORMED FOR A RELATED BUILDING PERMIT, CERTIFICATE OF COMPLETION AND/OR CERTIFICATE OF OCCUPANCY, AND THE CERTIFICATE OF USE FOR THE PREMISES IS APPLIED FOR WITHIN 60 DAYS AFTER THE ISSUANCE OF THE RELATED CERTIFICATE OF COMPLETION, CERTIFICATE OF OCCUPANCY OR CLOSING OUT OF THE BUILDING PERMIT; PROVIDING FOR AN AMENDED CERTIFICATE OF USE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, First, Section 124.68 of the City Code provides that no use for which a Business Tax Receipt is required shall be commenced in any zoning category or district unless a certificate of Use has been issued indicating that the proposed Use is a permitted Use within the district or zoning category, and that the proposed occupancy is similar in nature, function or operation to the Uses as categorized by the Florida Building Code; and

WHEREAS, Second, Section 124.68(A) of the City Code requires that an inspection be conducted prior to the City's issuance of a certificate of Use; and

WHEREAS, Third, Section 124.67 of the City Code provides that no land shall be occupied or used and no Building erected or altered shall be occupied or used in whole or in part for any purpose whatsoever until a Certificate Of Occupancy, a temporary Certificate Of Occupancy or certificate of completion shall have been issued by the Chief Building Official, stating that the premises or Building complies with all the applicable codes; and

WHEREAS, Fourth, prior to the issuance of a Certificate Of Occupancy or certificate of completion, a zoning review and inspection of the premises is performed and fees are required to be paid; and

WHEREAS, Fifth, it is the intent of the City Commission to amend the City Code to provide that no additional zoning review or Building Code inspection shall be required for an applicable Building Code discipline prior to the issuance of a certificate of Use if a passed final inspection for the premises for the applicable Building Code discipline was performed for a related Building Permit, certificate of completion and/or Certificate Of Occupancy, and the certificate of Use for the premises is applied for within 60 days after the issuance of the related certificate of completion, Certificate Of Occupancy or closing out of the Building Permit; and

WHEREAS, Sixth, the City Commission finds that this legislation is in the best interest of the health, safety and welfare of the residents of the City of Weston.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Weston, Florida:

Coding: underlined words are additions to existing text, ~~struck-through~~ words are deletions from existing text, shaded text reflects changes made from First Reading

1
2 **Section 1.** The foregoing Whereas clauses are ratified and incorporated as the legislative intent
3 and factual findings underlying this Ordinance.
4

5 **Section 2. Amendment to City Code Section 124.68.**
6

7 Section 124.68, "Certificates of Use," of the Code of Ordinances of the City of Weston, is
8 amended to read as follows:
9

10 **CHAPTER 124. ZONING.**
11

12 **§ 124.68 CERTIFICATES OF USE.**
13

14 124.68(A) **Generally.** No Use for which a Business Tax Receipt is required shall be
15 commenced in any zoning category or district unless a certificate of Use has been issued indicating
16 that the proposed Use is a permitted Use within the district or zoning category, and that the
17 proposed occupancy is similar in nature, function or operation to the Uses as categorized by the
18 Florida Building Code as most recently adopted.
19

20 124.68(B) **Inspections and Reviews.**
21

22 124.68(B)(1) **Required.** Zoning review and Building Code inspections for each discipline
23 within the Florida Building Code ~~An inspection shall be required prior to the issuance of a~~
24 ~~certificate of Use, except that no additional inspection shall be required for a Home Occupation,~~
25 ~~provided that an affidavit affirming compliance with § 80.01 of the Code is submitted to the City,~~
26 ~~on a form approved by the City Manager. It is a violation of this Section and punishable as provided~~
27 ~~in § 2.99 of this Code to falsify the affidavit unless otherwise specified in Section 124.68(B)(2) or~~
28 124.68(B)(3).
29

30 124.68(B)(2) **Recent inspections and reviews completed.** No additional zoning review or
31 Building Code inspection shall be required for an applicable Building Code discipline prior to the
32 issuance of a certificate of Use if a passed final inspection for the premises for the applicable
33 Building Code discipline was performed for a related Building Permit, certificate of completion
34 and/or Certificate Of Occupancy, and the certificate of Use for the premises is applied for within 60
35 days after the issuance of the related certificate of completion, Certificate Of Occupancy or closing
36 out of the Building Permit.
37

38 124.68(B)(3) **Home Occupations.** No inspection shall be required for a Home Occupation,
39 provided that an affidavit affirming compliance with § 80.01 of the Code is submitted to the City,
40 on a form approved by the City Manager. It is a violation of this Section and punishable as provided
41 in § 2.99 of this Code to falsify the affidavit.
42

43 124.68(B)(C) **Posting required.** The original of the certificate of Use shall be posted in a
44 conspicuous location accessible to the public on the business premises at all times.
45

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changes made from First Reading

1 124.68(ED) **Amended Certificate of Use.** A certificate of Use for a premises may be amended
2 if there is an expansion of the existing space, no change of Use, and the expanded space then
3 becomes a non-separated part of the existing space for which the original certificate of Use was
4 issued.

5
6 124.68(EE) **Fees.** Fees for certificates of Use shall be set by the City Commission by
7 resolution.

8
9 124.68(DF) **Revocation.** The City Manager shall notify the holder of any certificate of Use, in
10 writing, of the City's intent to revoke a certificate of Use for any of the following reasons:

11
12 124.68(DF)(1) The City has reasonable grounds to believe that the premises are being used in
13 a manner that is inconsistent with, or contrary to, the provisions of the City Code or any other
14 applicable code or statute.

15
16 124.68(DF)(2) In the event of a conviction of any Owner , operator, manager, supervisor, or
17 any employee acting at the direction or with the knowledge of the Owner , operator, manager, or
18 supervisor, by a court of competent jurisdiction, for the violation of any criminal statute committed
19 in conjunction with the business operation.

20
21 124.68(DF)(3) It has been ascertained that the holder of the certificate of Use falsified any
22 information on the application for the certificate of Use.

23
24 124.68(DF)(4) The holder of the certificate of Use, or the holder's designated manager,
25 operator, or supervisor, refuses to permit an authorized law enforcement officer or code
26 enforcement officer to inspect the premises during normal business hours for the purpose of
27 investigating a complaint which has been filed against the business operation.

28
29 124.68(EG)(1) The notice shall state the following:

30
31 THE HOLDER OF THE CERTIFICATE OF USE SHALL HAVE TEN (10) DAYS FROM
32 THE DATE OF THIS NOTIFICATION TO EITHER BRING THE PREMISES INTO
33 COMPLIANCE OR TO REQUEST A HEARING, IN WRITING, BEFORE THE CITY
34 COMMISSION.

35
36 IF THE VIOLATION IS NOT CURED OR IF NO WRITTEN REQUEST FOR A
37 HEARING IS RECEIVED BY THE CITY OF WESTON WITHIN TEN (10) DAYS OF
38 THE DATE OF THIS NOTIFICATION BY THE CERTIFICATE HOLDER, THE
39 CERTIFICATE OF USE SHALL BE CONSIDERED REVOKED.

40
41 124.68(EG)(2) If the holder of the certificate of Use requests a hearing before the City
42 Commission, the certificate of Use shall remain in effect during the pendency of the action before
43 the City Commission.

44
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1 **Section 3. Codification.**

2
3 It is the intention of the City Commission that the provisions of this Ordinance become and
4 be made part of the City Code, and that the Sections of this Ordinance and Code may be
5 renumbered or relettered and the word "ordinance" may be changed to "section" or such other
6 appropriate word or phrase to accomplish such intentions.
7

8 **Section 4. Severability.**

9
10 Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be
11 declared by a court of competent jurisdiction to be invalid, such decision shall not affect the
12 validity of this Ordinance as a whole or any portion thereof, other than the part so declared to be
13 invalid.
14

15 **Section 5. Conflict.**

16
17 That all Sections or parts of Sections of the Code of Ordinances, all Ordinances or parts of
18 Ordinances, and all Resolutions, or parts of Resolutions, in conflict with this ordinance are repealed
19 to the extent of such conflict.
20

21 **Section 6. Effective Date.**

22
23 This Ordinance shall become effective upon passage and adoption.
24

25 PASSED ON FIRST READING _____.

26
27 PASSED AND ADOPTED ON SECOND READING _____.

28
29
30 CITY COMMISSION
31 CITY OF WESTON, FLORIDA
32

33
34 By _____
35 Daniel J. Stermer, Mayor

36 ATTEST:

37
38 _____
39 Patricia A. Bates, City Clerk
40

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

44
45 _____
46 Jamie Alan Cole, City Attorney
47

Roll Call:
Commissioner Norton _____
Commissioner Feuer _____
Commissioner Kallman _____
Commissioner Gomez _____
Mayor Stermer _____

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9



AGENDA ITEM SUMMARY

MEETING DATE: June 6, 2016

AGENDA ITEM No.: 9

FOR:

City of Weston Indian Trace Development District Bonaventure Development District

TITLE:

An Ordinance of the City of Weston, Florida, amending Section 1.01, "Definitions," amending Section 81.09, "Medical marijuana license operation requirements," repealing Section 100.10, "Event signage," amending Section 124.25, "Hospital Zoning District (HZ)," and amending, creating and repealing certain sections of Chapter 126, "Signs," to update sign regulations; and providing for an effective date.

Public Hearing and First Reading*

**The City Commission will be sitting simultaneously as the Local Planning Agency when considering this item.*

SUMMARY EXPLANATION & BACKGROUND:

The City Commission desires to modify and update certain sign regulations in order to respond to recent case law. In order to address changed and changing conditions as the City continues to develop, the City Commission further desires to clarify the wording and structure of the sign regulations.

REQUESTED ACTION:

Approval.

EXHIBITS (LIST): (i) Ordinance; and (ii) City Attorney's Office Memorandum dated May 25, 2016

PREPARED BY:

Jamie Alan Cole, City Attorney

PETITIONER/REPRESENTATIVE:

Not Applicable

RECOMMENDED FOR CONSIDERATION BY:

John R. Flint, City Manager

Jamie Alan Cole, City Attorney

FUNDING SOURCE:

Not Applicable

VOTING REQUIRED FOR PASSAGE:

Majority

Majority Plus One

Unanimous

COMMISSION ACTION:

	M	2	Y	N		
					Approved as presented	
Commissioner Norton					Approved as amended	
Commissioner Feuer					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Gomez					Deferred to	
Mayor Stermer					To deny	

Notes:

**CITY OF WESTON, FLORIDA
ORDINANCE NO. 2016-__**

AN ORDINANCE OF THE CITY OF WESTON, FLORIDA, AMENDING SECTION 1.01, "DEFINITIONS," AMENDING SECTION 81.09, "MEDICAL MARIJUANA LICENSE OPERATION REQUIREMENTS," REPEALING SECTION 100.10, "EVENT SIGNAGE," AMENDING SECTION 124.25, "HOSPITAL ZONING DISTRICT (HZ)," AND AMENDING, CREATING AND REPEALING CERTAIN SECTIONS OF CHAPTER 126, "SIGNS," TO UPDATE SIGN REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, First, on October 4, 2010, the City of Weston ("City") adopted Ordinance No. 2010-21, creating Chapter 126, "Signs," by renumbering, renaming and amending Chapter 156, "Sign Code"; and

WHEREAS, Second, the City Commission adopted Ordinance No. 2014-20, Ordinance No. 2015-09 and Ordinance No. 2015-15, amending Chapter 126, "Signs"; and

WHEREAS, Third, the City Commission desires to modify and update certain sign regulations in order to respond to recent case law including *Reed v. Town of Gilbert*, ___ U.S. ___, 135 S. Ct. 2218, 192 L. Ed. 2d 236 (2015); and

WHEREAS, Fourth, in order to address changed and changing conditions as the City continues to develop, the City Commission further desires to clarify the wording and structure of the sign regulations; and

WHEREAS, Fifth, the City finds and determines that the purpose and intent provisions of its signage regulations should be detailed so as to further describe the beneficial aesthetic, traffic safety, and other effects of the City's sign regulations, and to reaffirm that the sign regulations are concerned with the secondary effects of speech and are not designed to censor speech or regulate the viewpoint of the speaker; and

WHEREAS, Sixth, various signs that serve as signage for particular land uses are based upon content-neutral criteria in recognition of the functions served by those land uses, but not based upon any intent to favor any particular viewpoint or control the subject matter of public discourse; and

WHEREAS, Seventh, the City finds and determines that the sign regulations adopted hereby allow and leave open adequate alternative means of communications, such as newspaper advertising, digital media, internet advertising and communications, advertising in shoppers and pamphlets, advertising in telephone books, advertising on cable television, advertising on UHF and/or VHF television, advertising on AM and/or FM radio, advertising on satellite radio, advertising on internet radio, advertising via direct mail and other avenues of communication available in the City [see *State v. J & J Painting*, 167 N.J. Super. 384, 400 A.2d 1204, 1205 (Super. Ct. App. Div. 1979); *Board of Trustees of State University of New York v. Fox*, 492 U.S. 469, 477 (1989); *Green v. City of Raleigh*, 523 F.3d 293, 305-306 (4th Cir. 2007); *Naser Jewelers v. City of Concord*, 513 F.3d 27 (1st Cir. 2008); *Sullivan v. City of Augusta*, 511 F.3d 16, 43-44 (1st Cir.

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1 2007); *La Tour v. City of Fayetteville*, 442 F.3d 1094, 1097 (8th Cir. 2006); *Reed v. Town of*
2 *Gilbert*, 587 F.3d 866, 980-981 (9th Cir. 2009)]; and

3
4 WHEREAS, Eighth, in *Reed v. Town of Gilbert, Ariz.*, -U.S.-, 135 S. Ct. 2218, 2221, 192 L.
5 Ed. 2d 236 (2015), the United States Supreme Court, in an opinion authored by Justice Thomas,
6 and joined in by Chief Justices Roberts, Scalia, Alito, Kennedy and Sotomayer, addressed the
7 constitutionality of a local sign ordinance that had different criteria for different types of temporary
8 noncommercial signs; and

9
10 WHEREAS, Ninth, in *Reed*, Justice Alito in a concurring opinion joined in by Justices
11 Kennedy and Sotomayer pointed out that municipalities still have the power to enact and enforce
12 reasonable sign regulations; and

13
14 WHEREAS, Tenth, Justice Alito further noted that in addition to regulating signs put up by
15 private actors, government entities may also erect their own signs consistent with the principles that
16 allow governmental speech [see *Pleasant Grove City v. Summum*, 555 U.S. 460, 467-469 (2009)],
17 and that government entities may put up all manner of signs to promote safety, as well as
18 directional signs and signs pointing out historic sites and scenic spots; and

19
20 WHEREAS, Eleventh, Justice Alito noted that the *Reed* decision, properly understood, will
21 not prevent cities from regulating signs in a way that fully protects public safety and serves
22 legitimate aesthetic objectives, including rules that distinguish between on-premises and off-
23 premises signs (alternatively referred to as on-site and off-site signs); and

24
25 WHEREAS, Twelfth, under established Supreme Court precedent and Eleventh Circuit
26 precedent, commercial speech may be subject to greater restrictions than noncommercial speech
27 and that doctrine is true for both temporary signs as well as for permanent signs; and

28
29 WHEREAS, Thirteenth, the City finds and determines that the regulation of signs within the
30 City strongly contributes to the development and maintenance of a pleasing, visually attractive
31 environment, and that these sign regulations are prepared with the intent of enhancing the
32 environment and promoting the continued well-being of the City; and

33
34 WHEREAS, Fourteenth, the City finds and determines that the regulation of signage for
35 purposes of aesthetics has long been recognized as advancing the public welfare; and

36
37 WHEREAS, Fifteenth, the City finds and determines that, as far back as 1954, the United
38 States Supreme Court recognized that "the concept of the public welfare is broad and inclusive,"
39 that the values it represents are "spiritual as well as physical, aesthetic as well as monetary," and
40 that it is within the power of the legislature "to determine that the community should be beautiful
41 as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled" [in
42 *Berman v. Parker*, 348 U.S. 26, 33 (1954)]; and

43
44 WHEREAS, Sixteenth, the City finds and determines that aesthetics is a valid basis for
45 zoning, and that the regulation of the size and appearance of signs and the prohibition of certain
46 types of signs can be based upon aesthetic grounds alone as promoting the general welfare [see
47 *Merritt v. Peters*, 65 So. 2d 861 (Fla. 1953); *Dade County v. Gould*, 99 So. 2d 236 (Fla. 1957); *E.B.*

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1 *Elliott Advertising Co. v. Metropolitan Dade County*, 425 F.2d 1141 (5th Cir. 1970), cert.
2 *dismissed*, 400 U.S. 878 (1970)]; and

3
4 WHEREAS, Seventeenth, the City finds and determines that these sign regulations further
5 the single-family residential character and ambiance of the City, and reflect its commitment to
6 maintaining and improving an attractive environment; and

7
8 WHEREAS, Eighteenth, the City finds and determines that the beauty of the City's natural
9 and built environment has provided the foundation for the economic base of the City's
10 development, and that the City's sign regulations help create an attractive residential community for
11 its residents; and

12
13 WHEREAS, Nineteenth, the City finds and determines that the goals, objectives and policies
14 of its plans over the years demonstrate a strong, long-term commitment to maintaining and
15 improving the City's attractive and visual environment; and

16
17 WHEREAS, Twentieth, the City finds and determines that, from a planning perspective, one
18 of the most important community goals is to define and protect aesthetic resources and community
19 character; and

20
21 WHEREAS, Twenty-first, the City finds and determines that the purpose of the regulation of
22 signs as set forth in this Ordinance is to promote the public health, safety and general welfare
23 through a comprehensive system of reasonable, consistent and nondiscriminatory sign standards
24 and requirements; and

25
26 WHEREAS, Twenty-second, the City finds and determines that the sign regulations in this
27 Ordinance are intended to lessen hazardous situations, confusion and visual clutter caused by
28 proliferation, improper placement, illumination, animation and excessive height, area and bulk of
29 signs which compete for the attention of pedestrian and vehicular traffic; and

30
31 WHEREAS, Twenty-third, the City finds and determines that these sign regulations are
32 intended to protect the public from the dangers of unsafe signs; and

33
34 WHEREAS, Twenty-fourth, the City finds and determines that these sign regulations are
35 intended to permit signs that are compatible with their surroundings and aid orientation, and to
36 preclude placement of signs in a manner that conceals or obstructs adjacent land uses or signs; and

37
38 WHEREAS, Twenty-fifth, the City finds and determines that these sign regulations are
39 intended to regulate signs in a manner so as to not interfere with, obstruct vision of or distract
40 motorists, bicyclists or pedestrians; and

41
42 WHEREAS, Twenty-sixth, the City finds and determines that these sign regulations are
43 intended to require signs to be constructed, installed and maintained in a safe and satisfactory
44 manner; and

45
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1 WHEREAS, Twenty-seventh, the City finds and determines that in meeting the purposes and
2 goals established in these findings, it is appropriate to prohibit and to continue to prohibit certain
3 sign types; and
4

5 WHEREAS, Twenty-eighth, the City finds and determines that the prohibition of the
6 construction of billboards and certain other sign types, as well as the establishment and
7 continuation of height, size and other standards for on-premise (on-site) signs, is consistent with the
8 policy set forth in the Florida Constitution that it shall be the policy of the State to conserve and
9 protect its scenic beauty; and
10

11 WHEREAS, Twenty-ninth, the City finds that local governments may separately classify off-
12 site and on-site advertising signs in taking steps to minimize visual pollution [see *City of Lake Wales*
13 *v. Lamar Advertising Association of Lakeland Florida*, 414 So. 2d 1030, 1032 (Fla. 1982)]; and
14

15 WHEREAS, Thirtieth, the City finds and determines that a prohibition on the erection of off-
16 site outdoor advertising signs will reduce the number of driver distractions and the number of
17 aesthetic eyesores along the roadways and highways of the City [see, e.g., *E. B. Elliott Adv. Co. v.*
18 *Metropolitan Dade County*, 425 F.2d 1141, 1154 (5th Cir. 1970), *cert. denied*, 400 U.S. 878
19 (1970)]; and
20

21 WHEREAS, Thirty-first, the City finds and determines that in order to preserve, protect and
22 promote the safety and general welfare of the residents of the City, it is necessary to regulate off-site
23 advertising signs, so as to prohibit the construction of off-site signs and billboards in all zoning
24 districts, and to provide that the foregoing provisions shall be severable; and
25

26 WHEREAS, Thirty-second, the City hereby finds and determines that anything beside the
27 road which tends to distract the driver of a motor vehicle directly affects traffic safety, and that
28 signs, which divert the attention of the driver and occupants of motor vehicles from the highway to
29 objects away from it, may reasonably be found to increase the danger of accidents, and agrees with
30 the courts that have reached the same determination [see *In re Opinion of the Justices*, 103 N.H.
31 268, 169 A.2d 762 (1961); *Newman Signs, Inc. v. Hjelle*, 268 N.W.2d 741 (N.D.1978)]; and
32

33 WHEREAS, Thirty-third, the City finds and determines that the City has allowed
34 noncommercial speech to appear wherever commercial speech appears; and the City desires to
35 continue that practice through the specific inclusion of a substitution clause that expressly allows
36 noncommercial messages to be substituted for commercial messages; and
37

38 WHEREAS, Thirty-fourth, the City finds and determines that, by confirming in this
39 Ordinance that noncommercial messages are allowed wherever commercial messages are
40 permitted, the City will continue to overcome any constitutional objection that its ordinance
41 impermissibly favors commercial speech over noncommercial speech [see *Outdoor Systems, Inc. v.*
42 *City of Lenexa*, 67 F. Supp. 2d 1231, 1236-1237 (D. Kan. 1999)]; and
43

44 WHEREAS, Thirty-fifth, the City finds and determines that under Florida law, whenever a
45 portion of a statute or ordinance is declared unconstitutional, the remainder of the act will be
46 permitted to stand provided (1) the unconstitutional provisions can be separated from the remaining
47 valid provisions, (2) the legislative purpose expressed in the valid provisions can be accomplished

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1 independently of those which are void, (3) the good and the bad features are not so inseparable in
2 substance that it can be said that the legislative body would have passed the one without the other,
3 and (4) an act complete in itself remains after the valid provisions are stricken [see, e.g., *Waldrup v.*
4 *Dugger*, 562 So. 2d 687 (Fla. 1990)]; and
5

6 WHEREAS, Thirty-sixth, the City finds and determines that there have been several judicial
7 decisions where courts have not given full effect to severability clauses that applied to sign
8 regulations and where the courts have expressed uncertainty over whether the legislative body
9 intended that severability would apply to certain factual situations despite the presumption that
10 would ordinarily flow from the presence of a severability clause; and
11

12 WHEREAS, Thirty-seventh, the City finds and determines that the City has consistently
13 adopted and enacted severability provisions in connection with its ordinance Code provisions, and
14 that the City wishes to ensure that severability provisions apply to its land development regulations,
15 including its sign regulations; and
16

17 WHEREAS, Thirty-eighth, the City finds and determines that the Code's severability clauses
18 were adopted with the intent of upholding and sustaining as much of the City's regulations,
19 including its sign regulations, as possible in the event that any portion thereof (including any
20 section, sentence, clause or phrase) be held invalid or unconstitutional by any court of competent
21 jurisdiction; and
22

23 WHEREAS, Thirty-ninth, the City finds and determines that there must be an ample record
24 of its intention that the presence of a severability clause in connection with the City's sign
25 regulations be applied to the maximum extent possible, even if less speech would result from a
26 determination that any provision is invalid or unconstitutional for any reason whatsoever; and
27

28 WHEREAS, Fortieth, the City finds and determines that there must be an ample record that it
29 intends that the height and size limitations on freestanding and other signs continue in effect
30 regardless of the invalidity or unconstitutionality of any, or even all other, provisions of the City's
31 sign regulations, other ordinance Code provisions, or other laws, for any reason(s) whatsoever; and
32

33 WHEREAS, Forty-first, the City finds and determines that there must be an ample record that
34 it intends that each prohibited sign-type continue in effect regardless of the invalidity or
35 unconstitutionality of any, or even all, other provisions of the City's sign regulations, other
36 ordinance Code provisions, or other laws, for any reason(s) whatsoever; and
37

38 WHEREAS, Forty-second, the City Commission makes the detailed findings set forth in
39 Section 126.01 of Section 7 of this Ordinance as to the purpose, scope and intent of the City's sign
40 regulations, and the substantial and compelling governmental interests that are advanced by these
41 regulations.
42

43 NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Weston, Florida:
44

45 **Section 1. Recitals.** The foregoing Whereas clauses are ratified and incorporated as the
46 legislative intent and factual findings underlying this Ordinance.
47

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1 **Section 2. Recommendation of Approval by the Local Planning Agency.**

2
3 The City Commission, in its capacity as the Local Planning Agency, has reviewed the
4 proposed Ordinance and recommends approval.

5
6 **Section 3. Amendment to Chapter 1.**

7
8 Chapter 1, "Definitions," of the Code of Ordinances of the City of Weston, is amended to
9 read as follows:

10
11 **§ 1.01 DEFINITIONS.**

12 * * *

13
14
15 **HEIGHT OF SIGN.** The vertical distance measured from the nearest crown of the adjacent
16 #Roadway to the top of the Sign Face or Sign Structure, whichever is greater.

17 * * *

18
19
20 **SIGNS.**

21
22 **SIGN.** Any device or representation for visual communication that is used for the purpose
23 of bringing the subject thereof to the attention of others, or identifying an establishment, product or
24 service, that is projected onto any surface or into the sky, and that is affixed or attached to Premises,
25 real property, fixtures on real property, or a vehicle. A sign that is not visible from any nearby
26 Public Property or Public Place, including without limitation a Public Right-Of-Way and a Private
27 Right-of-Way that is accessible to the public, is not a Sign subject to regulation under Chapter 126.

28
29 **SIGN, ABANDONED.** A Sign communicating a subject on behalf of a Tenant or property
30 owner that is no longer associated with the Sign location, for or identifying a business or purpose
31 an establishment, product or service that is no longer present at the Sign location or no longer
32 exists. Noncommercial signs that do not relate to an event or timeframe shall not be considered
33 abandoned unless the current Tenant or property owner affirms that such signs are no longer
34 communicating a message on their behalf.

35
36 **SIGN, ANIMATED.** A Sign depicting action, motion, light or color changes through
37 electrical or mechanical means, or that make noise, sound, or music.

38
39 **SIGN, BUILDING ENTRANCE.** An additional Wall Sign for a main entrance to a Building.

40 * * *

41
42
43 **SIGN, CONSTRUCTION.** ~~Any Sign erected and maintained on the Premises temporarily~~
44 ~~while undergoing Construction by an architect, contractor, developer, finance organization,~~
45 ~~subcontractor, or materials vendor upon which property such individual is furnishing labor,~~
46 ~~services, or material.~~

47
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1 **SIGN, DIRECTIONAL.**

2
3 (1) A Sign permanently erected or permitted directing an individual to a location of
4 ingress or egress to or from the property.

5
6 (2) A Sign permanently erected or permitted identifying a Building or Buildings.
7 Color and lettering of Directional Signs shall be uniform throughout a premises or master planned
8 development.

9
10 **SIGN, DIRECTORY.** A Sign listing only identifying the names, and/or uses, or locations of
11 more than one Business, activity, or Office conducted within a Building, group of Buildings, or
12 commercial center or office park.

13
14 ~~**SIGN, ELECTION.** A Sign relating to a candidate for political office or a measure scheduled~~
15 ~~for election.~~

16 * * *

17
18
19 ~~**SIGN, MENU.** A Wall Sign that contains only the Restaurant's complete menu and may~~
20 ~~include daily specials.~~

21 * * *

22
23
24 **SIGN, NONCOMMERCIAL.** A Sign that does not contain copy that advertises the
25 availability of any commercial merchandise, service, institution, Residential use available for sale or
26 lease, entertainment, or activity.

27
28 ~~**SIGN, OBSOLETE.** A Sign for a Business or purpose that no longer exists.~~

29 * * *

30
31
32 ~~**SIGN, SPECIAL EVENT.** A temporary or Banner Sign that carries a message regarding a~~
33 ~~special event or activity for which a special Public Property event permit, private use permit,~~
34 ~~special Private Property event permit, or seasonal sales permit is required and has been obtained.~~

35 * * *

36
37
38 **SIGN, WARNING.** Any Sign indicating danger or warning of a hazardous physical
39 condition to pedestrians, bicyclists and motorists.

40 * * *

41
42
43 **SIGN AREA.** Sign Area shall be computed by means of the smallest square, circle,
44 rectangle, triangle, or combination of shapes that will encompass the outer limits of the writing,
45 representation, emblem, Logo or other display, together with any material or color forming an
46 integral part of the background of the display or area used to differentiate the Sign from the
47 backdrop against which it is placed. Sign Area shall not include any supporting framework, bracing,

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1 or wall when such Structure otherwise meets the regulations of this Code and is incidental to the
2 display itself. Signs comprised of individual elements attached to a Building wall shall be measured
3 as one unit, when the distance between the Sign elements is less than two times the dimension of
4 each element. When the faces of a double-faced Sign are parallel, only one side shall be counted in
5 computing Sign Area. If the two faces of such double-faced Sign are of unequal area, the larger Sign
6 Face shall be considered the area of the Sign. Where the Code establishes a Maximum Combined
7 Sign Area requirement for a sign type, it shall mean the sum of the Sign Areas of all of the Signs of
8 that type on a parcel.

9
10 * * *

11
12 **TRAFFIC CONTROL DEVICES.** Any Sign, signal, marking or other device consistent with
13 the Uniform Manual for Traffic Control Devices and other national standards that is used to
14 regulate, warn or guide Traffic placed on, over, or adjacent to a Street, Highway, pedestrian facility
15 or shared use path by authority of the City or other public body having jurisdiction.

16 * * *

17
18
19 **Section 4. Amendment to Chapter 81.**

20
21 Chapter 81, "Medical Marijuana Retail Centers," of the Code of Ordinances of the City of
22 Weston, is amended to read as follows:

23
24 **CHAPTER 81. MEDICAL MARIJUANA RETAIL CENTERS**

25 * * *

26
27
28 **81.09 MEDICAL MARIJUANA LICENSE OPERATION REQUIREMENTS.** Any Business operating
29 under a Medical Marijuana License shall comply with the following operational guidelines:

30
31 81.09(A) **Reserved Business Identification.** ~~The words "backwoods," "blunt," "bong," "bud,"~~
32 ~~"cannabis," "chronic," "demp," "dope," "ganja," "grass," "green," "hash," "hashish," "hemp,"~~
33 ~~"herb," "hydro," "indo," "joint," "laughing," "Marijuana," "mary jane," "medical" "Peyote," "pot,"~~
34 ~~"puff," "reefer," "smoke," "tweed," "wacky tabacky," "weed," or synonyms for such words or similar~~
35 ~~words or variations of such words shall not be permitted in the Business Operating Name of the~~
36 ~~Medical Marijuana Retail Center.~~

37 * * *

38
39
40 81.09(K) **Signage.** Except as provided herein, all signage shall comply with the requirements of
41 Chapter 126 "Signs," and any applicable Uniform Sign Plan on file with the City. Medical
42 Marijuana Retail Centers may provide the following signage:

43
44 81.09(K)(1) One (1) wall sign identifying ~~only the name of~~ the Business;

45
46 81.09(K)(2) Graphics, symbols and logos are prohibited;

47
Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, shaded text reflects changes made from First Reading.

1 * * *
2
3 **Section 5. Amendment to Chapter 100.**
4

5 Chapter 100, "Public Parks, Recreation and Special Events," of the Code of Ordinances of
6 the City of Weston, is amended to read as follows:
7

8 **CHAPTER 100: PUBLIC PARKS, RECREATION AND SPECIAL EVENTS**
9

10 * * *
11
12 ~~100.10 EVENT SIGNAGE.~~
13

14 ~~100.10(A) All special event Signs, including identification, shall comply with Chapter 126. All~~
15 ~~special event Signs shall be permitted as part of the special event permit in accordance with the~~
16 ~~procedures established in this Chapter. No separate Sign permit shall be necessary except as~~
17 ~~otherwise required by Chapter 126. In addition, the following regulations shall apply:~~

18 ~~100.10(B) Each special event Sign shall not be larger than 16 square feet, and shall not be higher~~
19 ~~than six feet above grade on nonresidential property or on Public Property. On Residential Property~~
20 ~~, each special event Sign shall not exceed four square feet, and the top of the Sign shall not be~~
21 ~~higher than four feet above grade.~~

22 ~~100.10(C) Special event Signs may be authorized by the City:~~

23 ~~100.10(C)(1) For the time period of up to 18 hours in advance of any special event; and~~

24 ~~100.10(C)(2) During the special event and shall be removed immediately upon conclusion of~~
25 ~~the special event.~~

26 ~~100.10(D) Only one identification special event Sign shall be allowed on any parcel.~~

27 ~~100.10(E) Special event Signs shall not be affixed to any other Sign, Sign Pole, light Pole, Traffic~~
28 ~~Control Device, or Tree.~~

29 * * *
30
31 **Section 6. Amendment to Chapter 124.**
32

33 Chapter 124, "Zoning," of the Code of Ordinances of the City of Weston, is amended to
34 read as follows:
35

36 **CHAPTER 124: ZONING**
37

38 * * *
39
40 **§ 124.25 HOSPITAL ZONING DISTRICT (HZ).**
41

Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, shaded text reflects changes made from First Reading.

124.25(l) **Signage.** Signs shall comply with the requirements of Chapter 126 except as specified herein. The City hereby finds that the permitted and accessory uses allowed in the Hospital Zoning District require Sign standards that are tailored to the unique nature of these uses, in order to protect the health, safety and welfare of those persons visiting them. Color and lettering of Signs shall be uniform throughout the property.

124.25(l)(1) ~~Wall Signs: Building identification.~~

124.25(l)(1)(a) Illuminated and non-illuminated white channel letters are permitted, but limited to a maximum of 60 inches in Height. Overall size limited to ~~220~~ 300 square feet. Illuminated and non-illuminated channel letter Signs specifically for designated emergency care areas are permitted to be red.

124.25(l)(1)(b) ~~Text shall be limited to Building identification and n~~ No more than two Signs per wall.

124.25(l)(2) ~~Reserved Wall Signs: Building dedication.~~

~~124.25(l)(2)(a) Illuminated and non illuminated white channel letters are permitted, limited to a maximum of 36 inches in Height. Overall size limited to 80 square feet.~~

~~124.25(l)(2)(b) Text shall be limited to Building dedication and no more than one Sign per wall.~~

124.25(l)(3) ~~Reserved Wall Signs: Emergency care areas.~~ Red illuminated and non illuminated channel letter Signs are permitted specifically for designated emergency care areas and limited to a maximum 60 inches in Height.

124.25(l)(4) ~~Reserved Directory Signs.~~

~~124.25(l)(4)(a) Maximum one per Building.~~

~~124.25(l)(4)(b) Maximum Sign area limited to 18 square feet.~~

~~124.25(l)(4)(c) Maximum Height of Sign shall be three feet.~~

124.25(l)(5) ~~Reserved Directional Signs.~~

~~124.25(l)(5)(a) Maximum Sign area limited to six square feet.~~

~~124.25(l)(5)(b) Maximum Height of Sign shall be three feet.~~

~~124.25(l)(5)(c) Color and lettering shall be uniform throughout the property.~~

~~124.25(l)(5)(d) Signs shall be located on interior driveways and parking lots.~~

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1 124.25(l)(6) **Monument Signs.**

2
3 124.25(l)(6)(a) Maximum one per entrance from Public Right-Of-Way.

4
5 124.25(l)(6)(b) Maximum one per intersection of two Public Right-Of-Ways.

6
7 124.25(l)(6)(c) Maximum Sign area limited to 60 square feet.

8
9 124.25(l)(6)(d) Maximum Height of Sign limited to nine feet.

10
11 124.25(l)(6)(e) Channel or reverse channel illumination is permitted.

12
13 124.25(l)(7) **Banner Signs.**

14
15 124.25(l)(7)(a) Banner Signs are permitted if related to the permitted principal and accessory
16 uses in the HZ District ~~are permitted to advertise special events, including but not limited to~~
17 ~~festivals, carnivals, concerts, parades, walks, races, fairs, workshops, fundraising, charity and~~
18 ~~health/well being awareness (i.e. heart disease, breast cancer), grand opening promotions and other~~
19 ~~similar gatherings.~~

20
21 124.25(l)(7)(b) Maximum Sign area of 400 square feet.

22
23 124.25(l)(7)(c) Maximum three per wall, exclusive of other signage.

24
25 124.25(l)(7)(d) Banners Signs may be placed on poles on the property within the district.

26
27 124.25(l)(7)(e) Banner Signs are not required to be consistent with the architectural style of the
28 Development/Building or permanent signage.

29
30 124.25(l)(7)(f) Banner Signs shall be of a durable material customarily used for such signs
31 acceptable to the City Manager.

32
33 124.25(l)(7)(g) Temporary Banner Signs ~~advertising a special event~~ may remain in place for no
34 more than 180 days and each message on a Temporary special event may be advertised once in a
35 12-month period.

36
37 124.25(l)(8) **Prohibited Signs.** Unless otherwise authorized in this section, the Signs
38 prohibited by Section 126.10(B) of the City Code ~~Off premises Signs are prohibited as provided for~~
39 ~~in § 126.10(B)(18) of the City Code.~~

40
41 124.25(l)(9) **Sign Illumination.** Illuminated Signs are permitted to be illuminated 24 hours a
42 day, 365 days per year.

43
44 ~~124.25(l)(10) **Sign Placement.** Sign Placement shall be subject to § 126.20 of the City Code.~~

45
46 * * *

47
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1 **Section 7. Amendment to Chapter 126.**

2
3 Chapter 126, "Signs," of the Code of Ordinances of the City of Weston, is amended to read
4 as follows:

5
6 **CHAPTER 126: SIGNS**

7
8 **§ 126.01 SCOPE, PURPOSE, SUBSTITUTION AND SEVERABILITY.**

9
10 **126.01(A) Scope.**

11
12 126.01(A)(1) The provisions of this Chapter shall govern the number, size, location, and character
13 of all Signs which may be permitted either as a main or accessory use under the terms of this
14 Chapter. No Signs shall be permitted on a plot or parcel either as a main or accessory use except in
15 accordance with the provisions of this Chapter.

16
17 126.01(A)(2) This Chapter does not regulate City signs on property owned by the City, the Indian
18 Trace Development District, the Bonaventure Development District, Broward County or the State of
19 Florida, and does not regulate Traffic Control Devices.

20
21 126.01(A)(3) In the event of any conflict between this Code and any declaration of covenants,
22 bylaws, or other restrictions applying to any property within the City, the language affording the
23 more restrictive interpretation shall apply.

24
25 126.01(A)(4) The City specifically finds that these sign regulations are narrowly tailored to achieve
26 the compelling and substantial governmental interests of traffic safety and aesthetics, and that there
27 is no other way for the City to further these interests.

28
29 **126.01(B) Purpose.**

30
31 126.01(B)(1) **Florida Constitution.** Article II, Section 7 of the Florida Constitution provides that
32 "[i]t shall be the policy of the state to conserve and protect its natural resources and scenic beauty. .
33 . ." A beautiful environment preserves and enhances the desirability of the City as a place to live
34 and to do business. Implementing the Florida Constitution is a compelling governmental interest.

35
36 126.01(B)(2) **Florida Statutes.** Florida law require cities to adopt comprehensive plans and
37 implement them through land development regulations (also known as zoning regulations) and
38 approval of development orders that are consistent with the comprehensive plan. See Part II of
39 Chapter 163, Florida Statutes. Florida law specifically requires that the City adopt sign regulations.
40 See Section 163.3202(2)(f), Florida Statutes. Complying with state law is a compelling
41 governmental interest.

42
43 126.01(B)(2)(a) **City Comprehensive Plan Elements.** The City is "generally a low intensity
44 residential community with vibrant, compact commercial areas and employment centers. Weston
45 prides itself on its scenic vistas and aesthetic standards." See Comprehensive Plan, Future Land
46 Use Element, Existing Land Use Conditions and Data. In the Analysis of the Need for
47 Redevelopment in the Future Land Use Element, the Plan states that "[t]here exists a need to

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1 eliminate and prevent land uses and specific characteristics of development inconsistent with
2 Weston's unique character and planned future uses. These inconsistencies are monitored in the
3 permit and review process which are, to a great degree, further regulated by land use and zoning
4 constraints. The City will continue to establish and maintain design and aesthetic standards for
5 buildings, lighting, signage and landscape." The Transportation Element addresses Traffic Control
6 Devices: "Signage. Signing and markings are features of traffic control and operation that must be
7 considered in the geometric layout of each facility. The FDOT, Broward County, and the
8 municipalities create and maintain signage on their functionally assigned roadways." In Table 8E
9 "Known Crash Locations and Proposed Safety Improvements," the Plan specifically calls for signage
10 improvements to improve traffic safety. Implementing the City Comprehensive Plan is a
11 compelling governmental interest.

12
13 126.01(B)(2)(b) City Comprehensive Plan Goals, Objectives and Policies. Several goals,
14 objectives and policies of the City's comprehensive plan require the City to maintain its scenic
15 beauty and traffic safety through its land development regulations and actions:

16
17 Objective 1.2: "City shall maintain the high aesthetic community design standards through the
18 enforcement of regulations which guide development."

19
20 Policy 1.2.1: "Maintain and enforce effective development and maintenance regulations."

21
22 Objective 1.3: "City shall create, preserve and maintain scenic vistas in keeping with the
23 classic tradition as embodied in the original City plan."

24
25 Policy 1.3.1: "Maintain and enforce effective development and maintenance regulations."

26
27 Objective 1.6: "City shall develop and implement land use controls through the zoning code
28 and land development regulations which promote residential neighborhoods that are attractive,
29 well-maintained and contribute to the health, safety and welfare of their residents."

30
31 Policy 1.6.1: "Evaluate and revise the Weston Zoning Code and Land Use Regulations, as
32 necessary, to reflect the unique characteristics of Weston and to provide the appropriate
33 instruments to enforce and effectively carry out the requirements of this plan."

34
35 Goal 1:8 "Protect Weston's natural, historic and cultural resources and promote cultural
36 resources through well-planned patterns of growth and development."

37
38 Goal 2. "To assure the availability of a safe, sound and attractive residential environment for all
39 residents of the City of Weston."

40
41 Policy 2.1.6: "The City shall maintain a sign code which regulates the size and design of all
42 signage."

43
44 Policy 8.5.1: "City shall continue to protect existing rights-of-way from building encroachment
45 through implementation of, but not limited to, the following programs, activities or actions:
46

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1 2. Inaction [sic] of land development regulations, sign and landscaping codes that prohibit
2 obstructions within public rights of way;”
3

4 Objective 8.12: “Increase Weston’s attractiveness to tourists through the establishment of a
5 land use pattern and development regulations aimed at enhancing the area’s natural and man-made
6 environments.”
7

8 126.01(B)(3) **Case law.** In accordance with the U.S. Supreme Court’s cases on sign regulation, the
9 regulations in this Chapter are not intended to regulate or censor speech based on its content or
10 viewpoint, but rather to regulate the secondary effects of speech that may adversely affect the City’s
11 substantial and compelling governmental interests in preserving scenic beauty and community
12 aesthetics, and in vehicular and pedestrian safety in conformance with the First Amendment. These
13 cases and their holdings include, but are not limited to:
14

15 126.01(B)(3)(a) *Reed v. Town of Gilbert*, U.S. , 135 S. Ct. 2218, 192 L. Ed. 2d 236 (2015) on
16 the topic on noncommercial temporary signs;
17

18 126.01(B)(3)(b) *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490 (1981) on the topic of
19 commercial signs and off-premise signs;
20

21 126.01(B)(3)(c) *City of Ladue v. Gilleo*, 512 U.S. 43 (1994) on the topic of political protest signs in
22 residential areas;
23

24 126.01(B)(3)(d) *Linmark Assocs., Inc. v. Township of Willingboro*, 431 U.S. 85 (1977) on the topic
25 of real estate signs in residential areas;
26

27 126.01(B)(3)(e) *Burson v. Freeman*, 504 U.S. 191 (1992) on the topic of election signs near polling
28 places;
29

30 126.01(B)(3)(f) *Central Hudson Gas & Electric Corp. v. Public Service Commission*, 447 U.S. 557
31 (1980) on the topic of commercial speech; and
32

33 126.01(B)(3)(g) *City Council v. Taxpayers for Vincent*, 466 U.S. 789 (1984) on the topic of signs on
34 Public Property or a Public Place.
35

36 126.01(B)(4) **Impact of Sign clutter.** Excessive signage and Sign clutter impair the legibility of the
37 environment, and undermines the effectiveness of governmental signs, Traffic Control Devices and
38 other required Signs (such as building, unit or house number Signs, street identification Signs, and
39 building identity Signs) that are essential to identifying locations for the delivery of emergency
40 services and other compelling governmental purposes. The intent of these Sign regulations is to
41 enhance the visual environment of the City, ensure that City residents and visitors can safely
42 navigate through the City to their intended destinations, and promote the continued well-being of
43 the City. It is therefore the purpose of this Chapter to promote aesthetics and the public health,
44 safety and general welfare, and assure the adequate provision of light and air within the City
45 through reasonable, consistent and nondiscriminatory standards for the posting, displaying,
46 erection, use, and maintenance of Signs and Sign Structures that are no more restrictive than
47 necessary to achieve these governmental interests.

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1 126.01(B)(5) **Specific Legislative Intent.** More specifically, the Sign regulations are intended to:

2 126.01(B)(5)(a) Encourage the effective use of Signs as a means of communication in the City;

3
4
5
6 126.01(B)(5)(b) Maintain and enhance the scenic beauty of the aesthetic environment and the City's
7 ability to attract sources of economic development and growth;

8
9 126.01(B)(5)(c) Ensure pedestrian safety and traffic safety;

10
11 126.01(B)(5)(d) Minimize the possible adverse effect of Signs on nearby Public Property, Public
12 Places and Private Property;

13
14 126.01(B)(5)(e) Foster the integration of Signs with architectural and landscape designs;

15
16 126.01(B)(5)(f) Lessen the visual clutter that may otherwise be caused by the proliferation, improper
17 placement, illumination, animation, excessive Height, and excessive Sign Area which compete for
18 the attention of pedestrian and vehicular traffic and are not necessary to aid in wayfinding;

19
20 126.01(B)(5)(g) Allow Signs that are compatible with their surroundings and aid orientation, while
21 precluding the placement of Signs that contribute to Sign clutter or that conceal or obstruct adjacent
22 land uses or Signs;

23
24 126.01(B)(5)(h) Encourage and allow Signs that are appropriate to the zoning district in which they
25 are located and consistent with the land uses, activities and functions to which they pertain;

26
27 126.01(B)(5)(i) Curtail the size and number of Signs to the minimum reasonably necessary to
28 identify a residential or business location, and the nature of such use, and to allow smooth
29 navigation to these locations;

30
31 126.01(B)(5)(j) Establish dimensional limits and placement criteria for Signs that are legible and
32 proportional to the size of the Parcel and Structure on which the Sign is to be placed, or to which it
33 pertains;

34
35 126.01(B)(5)(k) Regulate Signs so that they are effective in performing the function of identifying
36 and safely directing pedestrian and vehicular traffic to a destination;

37
38 126.01(B)(5)(l) Preclude Signs from conflicting with the Principal Use of the Parcel and adjoining
39 Parcels;

40
41 126.01(B)(5)(m) Regulate Signs in a manner so as to not interfere with, obstruct the vision of, or
42 distract motorists, bicyclists or pedestrians;

43
44 126.01(B)(5)(n) Except to the extent expressly preempted by state, Broward County or federal law,
45 ensure that Signs are constructed, installed and maintained in a safe and satisfactory manner, and
46 protect the public from unsafe Signs;

47
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1 126.01(B)(5)(o) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of
2 all zoning districts of the City;

3
4 126.01(B)(5)(p) Allow Traffic Control Devices consistent with national standards without regulation
5 in this Chapter, because they promote highway safety and efficiency by providing for the orderly
6 movement of road users on streets and highways, and by notifying road users of regulations and
7 providing nationally consistent warnings and guidance needed for the safe, uniform and efficient
8 operation of all modes of travel, while regulating private Signs to ensure that their size, location and
9 other attributes do not impair the effectiveness of such Traffic Control Devices;

10
11 126.01(B)(5)(q) Protect property values by precluding, to the maximum extent possible, Signs that
12 create a nuisance to the occupancy or use of other properties as a result of their size, Height,
13 illumination, brightness, or movement;

14
15 126.01(B)(5)(r) Protect property values by ensuring that the size, number and appearance of Signs
16 are in harmony with Buildings, neighborhoods, Structures, and conforming Signs in the area;

17
18 126.01(B)(5)(s) Regulate the appearance and design of Signs in a manner that promotes and
19 enhances the beautification of the City and that complements the natural surroundings in
20 recognition of the City's reliance on its natural surroundings and beautification efforts as a source of
21 economic advantage as an attractive place to live and work;

22
23 126.01(B)(5)(t) Classify and categorize Signs by type and zoning district;

24
25 126.01(B)(5)(u) Not regulate Signs more than necessary to accomplish the compelling and
26 important governmental objectives described herein;

27
28 126.01(B)(5)(v) Enable the fair and consistent enforcement of these Sign regulations;

29
30 126.01(B)(5)(w) Permit, regulate and encourage the use of signs with a scale, graphic character, and
31 type of lighting compatible with buildings and uses in the area, so as to support and complement
32 the goals, objectives and policies set forth in the City's Comprehensive Plan;

33
34 126.01(B)(5)(x) Establish regulations of the design, erection and maintenance of signs for the
35 purpose of ensuring equitable access to graphic communication, while maintaining a harmonious
36 and aesthetically pleasing visual environment within the City, recognizing that signs form an
37 integral part of architectural building and site design and require equal attention in their design,
38 placement and construction; and

39
40 126.01(B)(5)(y) Be considered the maximum standards allowed for signage, and regulate signs in a
41 permissive manner so that any sign is not allowed unless expressly permitted and not expressly
42 prohibited.

43
44 ~~It shall be the purpose of this Chapter to promote the aesthetics, safety, health, and general welfare~~
45 ~~and the assurance of protection of adequate light and air within the City by regulation of the~~
46 ~~general posting, displaying, erection, use, and maintenance of Signs. In the event of any conflict~~

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1 ~~between this Code and any declaration of covenants, bylaws, or other restrictions applying to any~~
2 ~~property within the City, the language affording the more restrictive interpretation shall apply.~~

3
4 126.01(C) **Substitution of noncommercial speech for commercial speech.** Notwithstanding
5 any provisions of this Chapter to the contrary, to the extent that this Chapter permits a Sign
6 containing commercial content, it shall permit a Noncommercial Sign to the same extent. The
7 noncommercial message may occupy the entire Sign Area or any portion thereof, and may
8 substitute for or be combined with the commercial message. The Sign message may be changed
9 from commercial to noncommercial, or from one noncommercial message to another, as frequently
10 as desired by the Sign's owner, provided that the Sign is not prohibited and the Sign continues to
11 comply with all requirements of this Chapter.

12
13 126.01(D) **Severability.**

14
15 126.01(D)(1) **Generally.** If any part, Section, subsection, paragraph, subparagraph, sentence,
16 phrase, clause, term, or word of this Chapter is declared unconstitutional by the final and valid
17 judgment or decree of any court of competent jurisdiction, this declaration of unconstitutionality or
18 invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence,
19 phrase, clause, term, or word of this Chapter.

20
21 126.01(D)(2) **Severability where less speech results.** This subsection shall not be interpreted to
22 limit the effect of subsection 126.01(D)(1) above, or any other applicable severability provisions in
23 the code of ordinances or any adopting ordinance. The City Commission specifically intends that
24 severability shall be applied to these Sign regulations even if the result would be to allow less
25 speech in the City, whether by subjecting currently exempt Signs to permitting or by some other
26 means.

27
28 126.01(D)(3) **Severability of provisions pertaining to prohibited Signs.** This subsection shall not
29 be interpreted to limit the effect of subsection 126.01(D)(1) above, or any other applicable
30 severability provisions in the code of ordinances or any adopting ordinance. The City Commission
31 specifically intends that severability shall be applied to § 126.10 "Prohibited Signs," so that each of
32 the prohibited Sign types listed in that Section shall continue to be prohibited irrespective of
33 whether another Sign prohibition is declared unconstitutional or invalid.

34
35 126.01(D)(4) **Severability of prohibition on Off-Premises Signs.** This subsection shall not be
36 interpreted to limit the effect of subsection 126.01(D)(1) above, or any other applicable severability
37 provisions in the code of ordinances or any adopting ordinance. If any or all of Chapter 126
38 "Signs," or any other provision of the City Code is declared unconstitutional or invalid by the final
39 and valid judgment of any court of competent jurisdiction, the City Commission specifically intends
40 that the declaration shall not affect the prohibition on Off-Premises Signs in § 126.10(B)(18).

41
42 **§ 126.02 SIGN PERMITS.**

43
44 126.02(A) **Permit required.** Except as provided in this Section, no permanent or Temporary
45 Sign shall be erected, constructed, posted, painted, altered, maintained, or relocated until a permit
46 has been issued by the City.

47
Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects
changes made from First Reading.

1 126.02(B) **Application procedure.** Before any permit is issued, a written application, in the
2 form provided by the City, shall be filed, together with such drawings and specifications as may be
3 necessary to fully advise the City with the location, construction, materials, manner of illuminating,
4 method of securing or fastening, the number of Signs applied for, the consent of the property
5 owner, and the wording of the sign. Upon the submission of an application, the City shall have ten
6 days to determine whether it is complete. If the City finds that the application is not complete, the
7 City shall provide the applicant with written notice of the deficiencies within the ten-day period.
8 Upon resubmission of the application, the City shall have five additional days to determine whether
9 the applicant's revisions are sufficient to complete the application. If they are not, the City will
10 again inform the applicant of any remaining deficiencies in writing. This process shall continue
11 until the applicant has submitted a complete application, or demands that the application be
12 reviewed "as is."
13

14 126.02(C) **Code requirements.** All Signs shall be constructed in accordance with the Building
15 Code, including obtaining all required permits. No Sign shall be approved for use unless it has
16 been inspected and found to be in compliance with all the requirements of this Chapter and
17 applicable codes.
18

19 126.02(D) **Application review.** The City shall approve or deny the Sign permit based on
20 whether it complies with the requirements of this Chapter. The City shall approve or deny the Sign
21 permit within 30 days after receipt of a complete application. If denied, the City shall prepare a
22 written notice of its decision, describing the applicant's appeal rights, and send it by certified mail,
23 return receipt requested, to the applicant. The applicant may file a written notice of appeal to the
24 City Commission within 30 days after the date of receipt of the City's written notice. The City
25 Commission shall hold a public hearing at the next available Commission meeting that is at least 25
26 days after the date of receiving the written notice of appeal, at which the City Commission shall
27 determine whether the application satisfies all Code requirements. If the City Commission does not
28 approve the application, then the applicant may seek relief in the Circuit Court for Broward County,
29 as provided by law.
30

31 126.02(E) **Failure to commence.** Each Sign permit issued by the City shall become null and
32 void, if installation is not commenced within 90 days from the issuance date of such permit. If no
33 work authorized by such permit takes place for any continuous 90-day period any time after the
34 work has commenced, a new Sign permit shall be required prior to resuming the work, and the fee
35 will be the full amount required for a new permit for such work.
36

37 126.02(F) **Signs exempt from permitting requirement.** The following Signs may be erected or
38 constructed without a Sign permit when in accordance with the Building Code and this Chapter:
39

40 126.02(F)(1) ~~Official traffic, governmental information, and provisional warning~~ All Signs or Sign
41 ~~Structures, when erected or required to be erected by a governmental agency.~~
42

43 126.02(F)(2) ~~Temporary Signs indicating danger or warning of a hazardous physical condition to~~
44 ~~pedestrians, bicyclists and motorists.~~
45

Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, shaded text reflects changes made from First Reading.

1 126.02(F)(3) Changing of the content on a bulletin board, poster board, display encasement, or
2 marquee or other permanent Sign designed so that the content can be changed without altering the
3 Sign Structure or otherwise triggering a Sign permit.

4
5 ~~126.02(F)(4) Election Signs.~~

6
7 ~~126.01(F)(5) Real Estate Sales Signs and Real Estate Leasing Signs~~

8
9 ~~126.02(F)(6) Any Sign located within a building, lobby or courtyard and not visible from off site.~~
10 ~~However, such Signs are not exempt from the structural electrical or material specifications as set~~
11 ~~forth in this code and the City's adopted Building Code.~~

12
13 126.02(F)(~~7~~4) Flags, whether displayed on poles or in another fashion. Installation of a permanent
14 flag pole or other permanent mounting device shall require a building permit. If the flag pole or
15 device is located on property zoned for other than single-family residential uses, the location of the
16 flag pole or device must be shown on the site plan for the property. See § 126.12 for display
17 standards.

18
19 ~~126.02(F)(8) Seasonal decorations in residential areas in compliance with § 126.18(C).~~

20
21 126.02(F)(~~9~~5) To the extent that this subsection allows a Sign displaying commercial content to be
22 exempt from permitting, it shall allow a Sign with the same size, length of display, appearance,
23 location, display area, and other physical characteristics to be exempt from permitting if it displays
24 noncommercial content.

25 26 **DESIGN AND PERFORMANCE STANDARDS**

27 28 **§ 126.10 PROHIBITED SIGNS.**

29
30 126.10(A) ***Prohibited Signs by location.*** Unless otherwise authorized, the following Signs
31 shall be prohibited:

32
33 126.10(A)(1) Roof Signs;

34
35 126.10(A)(2) Signs that extend above the Parapet or roof of a ~~b~~Building;

36
37 126.10(A)(3) Signs that obstruct the view of another ~~public safety or directional~~ sSign, or ~~t~~Traffic-
38 eControl ~~d~~Device;

39
40 126.10(A)(4) Signs that obstruct any window, door, fire escape, stairway, or opening intended to
41 provide light, air, ingress, or egress for any ~~b~~Building that would cause a violation of the Building
42 Code;

43
44 126.10(A)(5) Signs on benches and freestanding shelters;

45
46 126.10(A)(6) Any ~~v~~Vehicle Sign ~~affixed to a vehicle~~ that can be viewed from a Public Right-Of-
47 Way and remains stationary for a period in excess of 24 hours, excluding weekends and holidays;

Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, shaded text reflects changes made from First Reading.

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- 126.10(A)(7) Signs that are towed behind a vehicle; and
- 126.10(A)(8) Signs located on a fence.
- 126.10(B) ***Prohibited Signs by type.*** Unless otherwise authorized, the following Signs shall be prohibited:
 - 126.10(B)(1) Signs that do not comply with the provisions of this Chapter;
 - 126.10(B)(2) Pole Signs;
 - 126.10(B)(3) Signs on ~~lots~~ lots without a ~~principal use~~ Principal Use;
 - 126.10(B)(4) Fixed Projecting Signs;
 - 126.10(B)(5) ~~Any~~ Projected Signs;
 - 126.10(B)(6) Signs that may be confused with a ~~public safety or Directional Sign, or a Traffic Control Device~~;
 - 126.10(B)(7) Animated Signs;
 - 126.10(B)(8) Signs that emit a sound, odor, or visible matter such as smoke or vapor;
 - 126.10(B)(9) Snipe Signs;
 - 126.10(B)(10) ~~Obsolete Signs, Abandoned Signs, or~~ and dilapidated Signs;
 - 126.10(B)(11) Signs that are portable or unattached to a building or the ground;
 - 126.10(B)(12) Signs that are inflatable;
 - 126.10(B)(13) Signs that contain a visible light source;
 - 126.10(B)(14) Signs containing exposed neon or exposed light emitting diodes (LED);
 - 126.10(B)(15) Externally illuminated Signs where lighting is not recessed in the ground;
 - 126.10(B)(16) Signs with an internally illuminated cabinet;
 - 126.10(B)(17) Channel lettering or Logos with internally illuminated face;
 - 126.10(B)(18) Off-premises Signs, except that any lawfully erected Off-premises Sign that existed on January 1, 2001 shall be treated as a non-conforming structure and use;

Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, shaded text reflects changes made from First Reading.

126.10(B)(19) Any Sign, other than as may be required by county, state or federal rule, regulation or law, gas station price Signs, containing changeable content;

126.10(B)(20) Banner Signs ~~located on a residentially zoned property~~; and

126.10(B)(21) Painted Signs.

§ 126.11 PERMANENT SIGNS.

126.11(A) **Residential uses.** The following standards apply to all permanent Signs on residential lots and uses. Signs with the same physical and locational characteristics as those permitted below may devote all or part of their Sign Faces to noncommercial content.

RESIDENTIAL USE/STRUCTURE TYPE	SIGN TYPE	MAXIMUM NUMBER	MAXIMUM AREA (sq. ft.)	MAXIMUM HEIGHT (ft.)
Multi-family complex other group living	Monument and/or Building mounted	Two per street frontage	32 (Monument) 16 (Building mounted)	6 (Monument)
Subdivisions, Planned developments	Monument	Two per street frontage	32	6

126.11(B) **Nonresidential uses.** The following standards apply to all permanent Signs on the site of nonresidential uses. Signs with the same physical and locational characteristics as those permitted below may devote all or part of their Sign Faces containing noncommercial content.

TYPE OF USE	WALL SIGNS	MONUMENT SIGNS	DIRECTORY SIGNS	DIRECTIONAL SIGNS
Office, Industrial, Institutional				
Max. No.	1 per wall face, or 2 for walls over 80 ft. in length (not to exceed 6 for building)	1	1 per building	1 per vehicular access point
Max. Area	10% of wall face or 80 sq. ft., whichever is less	36 sq. ft.	18 sq. ft.	6 sq. ft.
Max. Height	N/A <u>Letters not to exceed 60 inches in height</u>	6 ft.	3 ft.	3 ft.

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Freestanding Commercial				
Max. No.	1	1 per parcel (for parcels over 1.5 acres, 1 Sign per street frontage)	1 per building	1 per vehicular access point
Max. Area	8% of wall face or 40 sq. ft., whichever is less	36 sq. ft.	18 sq. ft.	6 sq. ft.
Max. Height	N/A <u>Letters not to exceed 36 inches in height</u>	6 ft.	3 ft.	3 ft.
<i>Retail Shopping Center, One Story Office-industrial with Exterior Access: <u>Must Comply with Any Approved Uniform Sign Plan. If Uniform Sign Plan Does Not Address These Criteria or There is No Uniform Sign Plan, Then The Following Regulations Apply</u></i>				
Max. No.	1 per first floor store front <u>Limited to 1 per premises if more than one business or use is located on the premises</u>	1 per street frontage for retail, 1 per parcel for office-industrial	1 per building	1 per vehicular access point
Max. Area Width	50% of length of storefront, not to exceed 20 ft.	36 sq. ft.	18 sq. ft.	6 sq. ft.
Max. Height	18 in.	6 ft. <u>Letters not to exceed 12 inches in height.</u>	3 ft.	3 ft.
Mixed Use (Retail and Office Combined)				
Max. No.	2 wall Signs identifying the name of the center or tenants shall be permitted on the top of the building, consistent with § 126.20; in addition, ground floor retail stores or offices will be allowed 1 Sign per tenant	1	1 per building	1 per vehicular access point

Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.

Max. Area	Signs above first floor, 10% of wall face or 80 sq. ft., whichever is smaller, no Sign may exceed 50% of the lineal building frontage; first floor signage consistent with retail signage provisions above and § 126.11(C)	36 sq. ft.	18 sq. ft.	6 sq. ft.
Max. Height	N/A	6 ft. <u>Letters not to exceed 12 inches in height.</u>	3 ft.	3 ft.

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126.11(C) **Uniform Sign plan.** All Signs in multi-tenant projects shall be subject to a uniform Sign plan, available for inspection at the City Clerk’s Office, and shall comply with the following:

126.11(C)(1) All Signs mounted to a building shall be uniform in terms of illumination, material, fabrication and Sign Area.

126.11(C)(2) All lettering on Signs shall be comprised of not more than one font style except for registered stylized trade or service marks.

126.11(C)(3) The Sign plan shall be limited to no more than one color that is consistent with the surrounding architectural standards.

126.11(C)(4) If a Sign conforms to the uniform Sign plan but conflicts with Section 126.11(B), then that Sign will be treated as nonconforming pursuant to Section 126.24(a)(2) and, as provided therein, shall comply with this Chapter at any time that 50% or more of the Signs in the multi-tenant project are replaced.

126.11(D) **Permanent Real Estate Leasing Signs.** A permanent Real Estate Leasing Sign shall only be permitted if it is on a Monument Sign subject to the following requirements:

126.11(D)(1) Only one such Sign shall be allowed per Monument Sign; and

126.11(D)(2) Such Signs on residential or nonresidential lots shall not exceed two square feet in area; ~~and~~.

~~126.11(D)(3) Such Signs shall only identify the name and telephone number of the property manager, property owner, broker, or leasing agent.~~

126.11(E) **Automated teller machines (ATM).** ATMs may ~~only have the name of the banking institution up to one square foot and other instructional information up to one~~ two square feet ~~feet~~ of Sign Area.

Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, shaded text reflects changes made from First Reading.

1 126.11(F) ***Noncommercial political Signs.***

2
3 126.11(F)(1) ~~In single-family and MF1 residential districts, two noncommercial political Signs per~~
4 ~~issue per candidate per lot may be erected on a property. The maximum Sign Area per property~~
5 ~~shall be two eight square feet and the maximum Height shall be four feet. Each Noncommercial~~
6 ~~Sign shall not exceed two square feet in Sign Area.~~

7
8 126.11(F)(2) ~~In nonresidential and MF2 and MF3 residential districts, one noncommercial Sign~~
9 ~~per issue per candidate per lot may be erected. The maximum Sign Area per property shall be 16~~
10 ~~square feet and the maximum Height shall be six feet. Each Noncommercial Sign shall not~~
11 ~~exceed four square feet in Sign Area.~~

12
13 126.11(F)(3) Each Homeowners' Association gatehouse may display one Noncommercial Sign that
14 meets the following requirements:

15
16 126.11(F)(3)(a) Shall be no larger than 16 square feet;

17
18 126.11(F)(3)(b) Shall be kept in good condition; and

19
20 126.11(F)(3)(c) Shall be affixed to the Homeowners' Association gatehouse(s); and

21
22 126.11(G) ***Menu-Building Entrance Signs.*** Each Building may display Only one Menu Building
23 Entrance Sign shall be permitted per restaurant, which:

24
25 126.11(G)(1) ~~Shall be no larger than 42 6 square feet;~~

26
27 126.11(G)(2) ~~Shall be kept in good condition;~~

28
29 126.11(G)(3) ~~Shall be located within five feet of a restaurant's Building's main entrance; and~~

30
31 126.11(G)(4) ~~May incorporate integrated backdrop night lighting that is integrated within the~~
32 ~~Menu Sign and is shielded to reduce glare.~~

33
34 126.11(H) ***Conflicting Standards.*** Where applicable, Signs must comply with stricter or different
35 requirements of City approvals, including without limitation development orders, development
36 permits, uniform Sign plans, planned development design standards and overlay districts. Where
37 such Signs conform to a City approval but fail to conform to this Chapter, they are nonconforming
38 and are regulated as provided in Section 126.24.

39
40 ~~126.11(H) ***Noncommercial Informational Signs.*** Only one noncommercial informational Sign~~
41 ~~per Homeowners' Association gatehouse shall be permitted, subject to the following provisions:~~

42
43 ~~126.11(H)(1) Shall be no larger than 16 square feet;~~

44
45 ~~126.11(H)(2) Shall be kept in good condition;~~

46
47 ~~126.11(H)(3) Shall be affixed to the Homeowners' Association gatehouse(s); and~~

Coding: underlined words are additions to existing text, struck-through words are deletions from existing text, shaded text reflects changes made from First Reading.

1
2 ~~126.11(H)(4) — May incorporate exposed light emitting diodes (LED) and have a changeable copy.~~

3
4 **§ 126.12 FLAG DISPLAY STANDARDS.**

5
6 126.12(A) **Maximum height.** Except as otherwise provided herein, flags shall be displayed on
7 flag poles. Such poles in nonresidential zoning districts shall not exceed the allowed height of the
8 zoning district or 70 feet, whichever is less. Flagpoles may not be placed on top of buildings or
9 light poles. Flagpoles in residential districts shall not exceed 25 feet.

10
11 126.12(B) **Maximum number and size.**

12
13 126.12(B)(1) The maximum dimensions of any flag shall be proportional to the flag pole height.
14 The hoist side of the flag shall not exceed 20% of the vertical height of the pole. In addition, flags
15 are subject to the following dimensional limitations:

16
17

Pole Height	Maximum Flag Size
Up to 25 feet	24 total square feet
25 to 39 feet	40 total square feet
40 to 49 feet	60 total square feet
50 to 59 feet	96 total square feet
60 to 69 feet	150 total square feet
70 feet	216 total square feet

18
19 126.12(B)(2) Each property shall be allowed a maximum of three flag poles. A maximum of two
20 flags shall be allowed per flag pole. References to flagpole height in this subsection refer to vertical
21 flagpoles. References to the number of flags and flag poles and flag dimensions refer to both vertical
22 flagpoles and mast-arm flagpoles (for example, staffs extending at an angle from a building).

23
24 126.12(C) **Flags on permanent fixtures other than poles.** Flags that are attached to the side of
25 a structure without a pole shall not, individually or cumulatively, cover more than the greater of 24
26 square feet or 20% of the Façade of the structure on which the flag is mounted. One flag is
27 permitted on up to two building Façades.

28
29 126.12(D) **Setback.** A vertical flag pole must be set back from all property boundaries a
30 distance that is at least equal to the height of the pole.

31
32 126.12(E) **Condition of flag and pole or other permanent mounting.** The flag and flag pole or
33 other permanent mounting shall be maintained in good repair. Flag poles with broken halyards
34 shall not be used, and torn or frayed flags shall not be displayed.

35
Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.

1 **§ 126.13 WINDOW SIGNS.**

2
3 A Window Sign that identifies the business or activity on the premises ~~by name or symbol~~ is
4 permitted, subject to the following provisions:

5
6 126.13(A) **Office/Industrial.** The Signs shall not exceed an aggregate area equal to 5% of the
7 window glass area on which they are located. Such signage ~~is limited to the name of the business~~
8 ~~and its suite number or address,~~ and shall be uniform within a multi-tenant center.

9
10 126.13(B) **Retail.** The Signs shall not exceed an aggregate area equal to 20% of the window
11 glass area on which they are located.

12
13 **§ 126.14 BUILDING AND UNIT NUMBER SIGNS.**

14
15 126.14(A) **Single-family and Townhomes number Signs.**

16
17 126.14(A)(1) House number Signs for single-family homes shall be at least three inches in
18 ~~h~~Height and shall be either:

19
20 126.14(A)(1)(a) Attached to that portion of the Structure facing the street on which the property is
21 addressed so that there is an unobstructed view of the house numbers; or

22
23 126.14(A)(1)(b) Located on the mailbox facing the street on which the property is addressed.

24
25 126.14(A)(2) House number Signs for townhomes shall comply with subsection 126.14(A)(1)
26 above, provided that each unit has a separate address or unit number.

27
28 126.14(B) **Multi-family and Nonresidential number Signs.** Number Signs denoting the address
29 for multi-family buildings and nonresidential properties shall have address Signs four inches in
30 ~~h~~Height, and the unit number for each such unit within the building shall be two inches in height.

31
32 126.14(C) **Additional Nonresidential Signage.** All nonresidential rear or service doors, and
33 public entrances shall have the street number located on the door, four inches in ~~h~~Height, and the
34 name of the establishment, two inches in height, placed no less than five feet from the bottom of
35 the door.

36
37 126.14(D) **Community Buildings.** Buildings owned and/or operated by community
38 Associations shall have the address, including Building number and street name, posted on the
39 exterior of the Building at the Building entrance, and in the lobby of the Building, if a lobby exists,
40 in numbers and letters at least four inches in ~~h~~Height.

41
42 126.14(E) **Community and Commercial Swimming Pools.** Swimming pools owned and/or
43 operated by community Associations and commercial entities shall have the address, including
44 Building number and street name, of the swimming pool or the address of the Building for which
45 the swimming pool is included, posted so as to be visible from all areas of the swimming pool deck
46 during both daylight and non-daylight hours, in numbers and letters at least four inches in ~~h~~Height.

47
Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, ~~shaded~~ text reflects changes made from First Reading.

1 126.14(F) Building and Unit Number Signs are required so that persons can safely and clearly
2 identify and navigate to their intended destination.

3
4 **§ 126.15 STREET IDENTIFICATION (NAME) SIGNS.**

5
6 Street identification Signs shall be installed prior to the issuance of the first building permit
7 within any Development.

8
9 ~~§ 126.16 DIRECTIONAL SIGNS.~~ ~~Directional Signs shall only display directional information~~
10 ~~and logos.~~ SIGNS ON KIOSKS. Signs on kiosks must not extend above the top of the kiosk, and
11 are limited to one square foot of sign area per side of the kiosk.

12
13 **§ 126.17 HANGING SIGNS.**

14
15 126.17(A) Hanging Signs shall only be permitted to the extent allowed under the applicable
16 approved uniform Sign plan.

17
18 ~~126.17(B) — The only text permitted on a Hanging Sign shall be one of the following:~~

19
20 ~~126.17(B)(1) — The business' trade name;~~

21
22 ~~126.17(B)(2) — The franchise name; or~~

23
24 ~~126.17(B)(3) — The primary product or service.~~

25
26 **§ 126.18 TEMPORARY SIGNS AND DECORATIONS.**

27
28 (a) Temporary Signs shall not be permitted in public or private Rights-Of-Way. The City has the
29 authority to remove such Signs, and may charge the person posting the Sign a fee, to be set
30 by resolution of the City Commission, for such removal.

31
32 (b) Temporary Signs that are Freestanding Signs shall not be placed within the sight triangle of
33 an intersection as required by Section 125.56 of the City Code.

34
35 126.18(A) ***Real Estate Sale and Real Estate Leasing Signs.***

	<i>Residential District</i>	<i>Nonresidential District</i>
Permit Required	No	No
Maximum Number	<u>One Sign per building or parcel</u>	<u>One Sign per building or parcel</u>
Maximum Combined Sign Area	<u>Two square feet per parcel</u>	<u>Two square feet per parcel</u>
Maximum Height	Five feet <u>above grade</u>	Five <u>Six</u> feet <u>above grade</u>

Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, shaded text reflects changes made from First Reading.

Maximum Duration of Display	Signs shall not be erected until the property is offered for sale, rent, or lease, and shall be removed within three days of closing or the signing of a lease agreement.	Signs shall not be erected until the property is offered for sale, rent, or lease, and shall be removed within three days of closing or the signing of a lease agreement.
Other restrictions	Such Signs shall only identify the name and telephone number of the property manager, property owner, broker or leasing agent. In retail shopping centers where a permanent Real Estate Leasing Sign <u>structure</u> does not exist, a temporary Real Estate Leasing Sign may only be placed in the window of the ground floor premises that is being offered for lease. <u>If a permanent Real Estate Leasing Sign structure does exist, then the Real Estate Sale or Leasing Sign must go on it.</u>	Such Signs shall only identify the name and telephone number of the property manager, property owner, broker or leasing agent. In retail shopping centers where a permanent Real Estate Leasing Sign <u>structure</u> does not exist, a temporary Real Estate Leasing Sign may only be placed in the window of the ground floor premises that is being offered for lease. <u>If a permanent Real Estate Leasing Sign structure does exist, then the Real Estate Sale or Leasing Sign must go on it.</u>

1 126.18(B) — **Construction Signs:**

Regulations	Residential-District	Nonresidential-District
Permit Required	No	No
Maximum Number	One Freestanding Sign per construction-site	One Freestanding Sign per construction site
Maximum Sign Area	16 Two square feet	16 square feet
Maximum Height	Six Five feet <u>above grade</u>	Six feet <u>above grade</u>
Maximum Duration of Display for Freestanding Signs	Shall not be erected prior to the issuance of a building permit for the project, and shall be removed within three days after the date of the issuance of a Certificate Of Occupancy or certificate of completion, whichever occurs first.	Shall not be erected prior to the issuance of a building permit for the project, and shall be removed within three days after the date of the issuance of a Certificate Of Occupancy or certificate of completion, whichever occurs first.
Maximum Duration of Display for Signs on Trailers or Temporary Storage Facilities	Signs on trailers or temporary storage facilities located at construction sites are only permitted while a building or engineering permit is in effect for that site	Signs on trailers or temporary storage facilities located at construction sites are only permitted while a building or engineering permit is in effect for that site.

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Other restrictions	Signs shall only identify the name of the project under construction, a contact telephone number and/or the street address of the property	Signs shall only identify the name of the project under construction, a contact telephone number and/or the street address of the property.
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1 126.18(C) — ~~Nonresidential seasonal decorations.~~

Regulations	Nonresidential Districts
Noise	Seasonal decorations that make noise, sound, or music are prohibited.
Lighting	Seasonal decorations that have flashing or blinking lights are prohibited. Lights are limited to 2.5 volts per bulb.
Message	Seasonal decorations shall not include commercial messages.

2 126.18(D) ~~Noncommercial Election Signs.~~

Regulations	Single-Family and MF1 Residential Districts	Nonresidential and MF2 and MF3 Residential Districts
Permit Required	No	No
Maximum Number	Two Freestanding Signs per candidate or issue per lot.	One Freestanding Sign per candidate or issue per lot.
Maximum Sign Size	<u>4 square feet</u>	<u>8 square feet</u>
Maximum Combined Sign Area	Two <u>16 square feet per parcel</u>	<u>16 square feet per parcel</u>
Maximum Height	Four <u>Five feet above grade</u>	<u>Six feet above grade</u>
Maximum Duration of Display	A Sign shall be erected no more than 90 <u>120</u> consecutive days in <u>any 12-month period</u> prior to the election and shall be removed no more than three days after the election.	A Sign shall be erected no more than 90 <u>120</u> consecutive days in <u>any 12-month period</u> prior to the election and shall be removed no more than three days after the election.

Coding: underlined words are additions to existing text, struck-through words are deletions from existing text, shaded text reflects changes made from First Reading.

Other restrictions	Signs shall not be permitted in public or private Rights Of Way. The City has the authority to remove such advertisements, and may charge the candidate a fee, to be set by resolution of the City Commission for such removal.	Signs shall not be permitted in public or private Rights Of Way. The City has the authority to remove such advertisements, and may charge the candidate a fee, to be set by resolution of the City Commission for such removal. A Freestanding Sign shall be located no closer than 500 feet from another Freestanding Sign for the same candidate or issue.
---------------------------	---	--

1 ~~126.18(E)~~ ***Special Event Signs.***

Regulations	<i>Residential-District</i>	<i>Nonresidential-District</i>
Permit Required	Yes, as required by § 100.07	Yes, as required by § 100.07
Maximum Number	No more than one Sign on any parcel.	No more than one Sign on any parcel.
Maximum Sign Area	Four square feet	16 square feet
Maximum Height	Four feet above-grade	Six feet above-grade
Length of display	Such Signs may be authorized by the City for periods of up to only 30 consecutive days in any 12-month period, and must be removed no later than three days after the special event or activity has ended.	Such Signs may be authorized by the City for periods of up to only 30 consecutive days in any 12-month period, and must be removed no later than three days after the special event or activity has ended.

2 ~~126.18(F)~~ ***Nonresidential Banner Signs.***

Regulations	<i>Nonresidential-District</i>
Permit Required	Yes. The permit shall include a copy of the business tax receipt for the business.
Maximum Number	One Sign per business
Maximum Sign Area	16 square feet
Maximum Height	Not to extend above the lowest point of the roof

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Length of display

Such Signs may be authorized by the City for periods of up to only 30 consecutive days in any 12 month period, and must be removed no later than three days after the special event or activity has ended.

1
2 **§ 126.19 ARCHITECTURAL EMBELLISHMENTS.**

3
4 126.19(A) **Generally.** Architectural embellishments added to a Structure that meet the
5 definition of Sign for the purpose of conveying a message as to the purpose of the building, or to
6 attract attention to the building, shall be treated as Signs, and must comply with § 126.02 and shall
7 be subject to the standards set forth in § 126.11.

8
9 126.19(B) **Requirements.** Architectural embellishments shall comply with all relevant
10 provisions of § 126.19, § 126.20 and § 126.21 as well as all other applicable provisions of the
11 City's Land Development Chapter. All applications for approval of architectural embellishments
12 shall meet the following requirements:

13
14 126.19(B)(1) Architectural embellishments shall be consistent with the design of the building and
15 compatible with the building and surrounding structures.

16
17 126.19(B)(2) No written messages, logos, arrows, flags, banners or bare bulbs shall be part of the
18 architectural embellishment.

19
20 126.19(B)(3) Architectural embellishments shall be applied and constructed strictly in accordance
21 with the site plan. Any deviation from the approved plan or rendering, in materials or style, will
22 require removal of the architectural embellishment pursuant to § 126.23.

23
24 126.19(B)(4) The addition of architectural embellishments to an existing structure shall require an
25 amendment to the existing site plan and shall be processed accordingly.

26
27 **§ 126.20 SIGN PLACEMENT.**

28
29 126.20(A) **Location.** All signs and Sign Structures shall be located completely within the
30 boundaries of the site on which the principal building is located.

31
32 126.20(B) **Setbacks.** Freestanding Signs that are Permanent Signs may be placed in required
33 setbacks, provided that no Sign shall be permitted within ten feet of any adjacent property line,
34 within setbacks adjacent to residential lots, or within required corner sight distance triangles.
35 Nonresidential freestanding temporary Signs and Monument Signs shall be placed at least ten feet
36 from the Right-Of-Way. Signs located in private easements shall require permission of the easement
37 holder.

38
39 126.20(C) **No obstruction.**

40
41 126.20(C)(1) **Obstruction to exits.** No Sign shall be erected, constructed or maintained so as to
42 obstruct any fire escape, required exit, window or door opening used as a means of egress.

43
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1 126.20(C)(2) **Obstruction to ventilation.** No Sign shall be attached in any form, shape or manner
2 that will interfere with any opening required for ventilation.

3
4 126.20(D) **Building Identity Signs.** Signs attached or affixed to buildings shall comply with the
5 following:

6
7 126.20(D)(1) Such Signs shall be located at the top floor level of multi-story buildings, and must
8 be placed so that they are centered generally between the top of the building parapet and the top of
9 the highest window. When there are two Signs, they must be placed so that they are symmetrical.

10
11 126.20(D)(2) Such Signs shall not project beyond the corner of a building.

12
13 126.20(D)(3) Such Signs shall not project more than eight inches out from a building wall.

14
15 126.20(D)(4) The wall area immediately behind the Sign must be the same color as the wall area
16 surrounding the Sign.

17
18 126.20(D)(5) ~~Reserved~~The Sign lettering must be attached directly to the building wall with no
19 intervening setoff other than mounting hardware.

20
21 126.20(D)(6) The content of the Sign shall be limited to the name of the building, the owner of
22 the building (if located in the building) or a tenant located in the building, so that it can serve its
23 intended purpose of allowing persons to safely and accurately identify and navigate to such
24 buildings.

25
26 126.20(E) **Directional Signs.** Directional Signs shall be located along interior driveways and
27 parking lots.

28
29 126.20(F) **Communications Towers.** As provided in Section 133.10(A)(17), advertising Signs shall
30 not be placed on a Telecommunication Tower.

31
32 126.20(G) **Sign Attachment.** The Sign lettering must be attached directly to the building wall with
33 no intervening setoff other than mounting hardware.

34
35 **§ 126.21 SIGN DESIGN AND MAINTENANCE.**

36
37 126.21(A) **Sign integration.** All Signs shall be designed as an integral part of the total building
38 or project.

39
40 126.21(B) **Colors.** All Signs for a single-tenant building shall contain no more than four
41 different colors (including the background color) consistent with the surrounding architectural
42 standards. White, black, and different shades of the same color shall be considered separate colors.
43 Color samples must be submitted with any application for Sign review.

44
45 126.21(C) **Logos.** A logo(s) may be used in lieu of a permanent Sign or as a part of a
46 permanent Sign subject to the following provisions:

47
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changes made from First Reading.

1 126.21(C)(1) **Logo(s) Used in Lieu of a Permanent Sign.** A logo(s), used in lieu of a permanent
2 Sign, shall be subject to the permanent Sign regulations for maximum number, area, and ~~h~~Height.

3
4 126.21(C)(2) **Logo(s) Used as a Part of a Permanent Sign.** The dimensions of a logo(s), used as a
5 part of a permanent Sign, shall be counted towards and contained within the maximum area and
6 ~~h~~Height allowed for the permanent Sign.

7
8 126.21(D) **Reverse channel lettering.** Casing may be any approved color. Illumination shall be
9 white.

10
11 126.21(E) **Materials.** Materials used for Monument Sign Structures shall be similar to the
12 materials, color, and fabrication used in any wall signage on the principal buildings on the site.

13
14 126.21(F) **Illumination.**

15
16 126.21(F)(1) Within 1,000 feet of a lot containing a residential dwelling, no Sign shall be
17 illuminated after 11:00 p.m. or the close of business, whichever occurs last. This provision shall not
18 apply to residential Monument Signs.

19
20 126.21(F)(2) Signs that are externally illuminated shall have a lighting fixture that is recessed in
21 the ground. No portion of said fixture may be installed to remain above the surrounding grade.

22
23 126.21(F)(3) Light sources used to illuminate signs shall not be visible from nearby Rights-Of-
24 Way or properties.

25
26 126.21(F)(4) Signs shall not be constructed of any light-reflective letters or materials.

27
28 126.21(F)(5) No backlighting of awning or Canopy Signs shall be allowed.

29
30 126.21(F)(6) Signs that are illuminated shall utilize the most energy efficient means currently
31 available.

32
33 126.21(G) **Maintenance.**

34
35 126.21(G)(1) All Signs shall be maintained as originally permitted and constructed, in good order
36 with no missing, crooked, misplaced, faded, or damaged letters or other symbols or materials.

37
38 126.21(G)(2) No person shall have any Sign that is in a dangerous or defective condition on any
39 premises he or she owns or controls. Within ten days of receiving notice of lack of maintenance, all
40 Signs shall be maintained in a safe presentable and good structural condition, including the
41 replacement of defective parts, repainting, cleaning and other acts required for the maintenance of
42 said Sign. If the Sign is not made to comply with the above standards, the City shall require its
43 removal in accordance with § 126.23.

44
45 ~~126.21(G)(3) Except as otherwise provided in this Chapter, any on-premises Sign located on~~
46 ~~property that becomes vacant and unoccupied for a period of three weeks or more, or any Sign that~~

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1 ~~pertains to a time, event or purpose which no longer applies, shall be deemed to have been~~
2 ~~abandoned. An Abandoned Sign is prohibited and shall be removed in accordance with § 126.23.~~

3
4 ~~126.21(H) — **Text.**~~

5
6 ~~126.21(H)(1) — The only commercial text that shall be permitted on a Sign shall be one of the~~
7 ~~following.~~

8
9 ~~126.21(H)(1)(a) The business' trade name;~~

10
11 ~~126.21(H)(1)(b) — The franchise name; or~~

12
13 ~~126.21(H)(1)(c) The primary product or service.~~

14
15 ~~126.21(H)(2) — Pricing may be included in the text area of a monument sign, but not a wall sign, for~~
16 ~~motor fuels at service stations.~~

17
18 **§ 126.22 SIGNS ON RIGHTS-OF-WAY AND PUBLIC PROPERTY.**

19
20 126.22(A) No Signs shall be allowed in the ~~p~~Public or ~~p~~Private Right-Of-Way, except:

21
22 ~~126.22(A)(1) — Emergency warning signs erected by a governmental agency, public utility, or~~
23 ~~contractor authorized to work within the Right Of Way.~~

24
25 ~~126.22(A)(2) — Public Noncommercial Signs erected by or on behalf of a governmental entity or~~
26 ~~public utility to post legal notices, identify public property, convey public information, and direct~~
27 ~~or regulate pedestrian or vehicular traffic.~~

28
29 ~~126.22(A)(3) — Informational Signs of a public utility regarding its poles, lines, pipes, or other~~
30 ~~facilities.~~

31
32 126.22(B) No Signs shall be allowed on ~~p~~Public ~~p~~Property or a Public Place, except those
33 placed by or at the direction of the City, or as may be required by this Chapter.:

34
35 ~~126.22(B)(1) — Signs that are expressly allowed pursuant to a contract with the City in Public Parks.~~

36
37 ~~126.22(B)(2) — Signs that are expressly allowed in a City issued special event permit, and that relate~~
38 ~~to the event covered by the permit.~~

39
40 **§ 126.23 NON-COMPLYING SIGNS.**

41
42 126.23(A) **Non-Complying Signs on Public Property.** Any Sign installed or placed on ~~p~~Public
43 ~~p~~Property or in a Public Place, except in conformance with the provisions of this Chapter, or any
44 Sign or Sign Structure that does not comply with the requirements of this Chapter, shall be forfeited
45 to the public and subject to confiscation. In addition to other remedies, the City shall have the right
46 to recover from the owner or person responsible for the placement of the Sign the full costs of its
47 removal and disposal.

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1
2 126.23(B) **Enforcement Against Non-Complying Signs on Private Property.** The City may enforce
3 this Chapter by any means available to it by law, including without limitation Code Enforcement
4 pursuant to Chapter 31 of the Code. Only civil penalties shall apply to a violation of this Chapter.

5
6 **§ 126.24 NONCONFORMING SIGNS.**

7
8 126.24(A) Signs or Sign Structures made nonconforming upon passage of this Chapter
9 (originally on March 16, 1998), or on passage of any amendment thereto, shall be governed by the
10 following regulations:

11
12 126.24(A)(1) A Sign existing within the City, or an area subsequently annexed to the City, upon
13 the passage of this Chapter or any amendment hereof which, because of its ~~h~~Height, ~~square-foot~~
14 Sign Area, location, or other characteristic, does not conform to this Chapter ~~is~~ hereby declared to
15 be a nonconforming sign.

16
17 126.24(A)(2) A nonconforming Sign under § 126.11(C) (uniform Sign plan) must be removed at
18 any time that 50% or more of the Signs in the multi-tenant project are replaced.

19
20 126.24(A)(3) A nonconforming Sign under § 126.10(B)(17) (channel letter signs) may be retained
21 (provided that both the Sign Face and illumination are white), until the sign requires more than
22 50% of the Sign lettering to be replaced. Nonconforming Signs under § 126.10(B)(17) shall not be
23 illuminated between the hours of 12:00 a.m. and 6:00 a.m.

24
25 126.24(A)(4) In a multi-tenant project with nonconforming Signs that are permitted to remain
26 pursuant to the provisions of this Section, all new Signs shall conform to this Chapter.

27
28 126.24(B) The status afforded Signs under this Section shall not be applicable to any Sign for
29 which no permit or Sign permit was ever issued; such Signs are deemed non-complying Signs and
30 are subject to the provisions of this Chapter governing non-complying Signs.

31
32 126.24(C) If any nonconforming Sign is damaged by any cause and either:

33
34 126.24(C)(1) The cost of repairing the Sign equals 50% or more of the original invoiced cost of
35 the sign;

36
37 126.24(C)(2) 50% or more of the Sign Area is damaged; or

38
39 126.24(C)(3) 50% or more of the text is damaged

40
41 then its classification as a nonconforming Sign under this Section shall be automatically revoked
42 and repairs shall be made so that the Sign shall meet all the requirements of this Chapter.

43
44 126.24(D) **Loss of nonconforming status.** A nonconforming Sign shall immediately lose its
45 nonconforming status if the Sign is replaced, abandoned, altered or relocated, and the Sign shall be
46 immediately brought into compliance with this Chapter (with a new permit secured) or shall be
47 removed.

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changes made from First Reading.

1
2 126.24(E) **Nonconforming Sign maintenance and repair.** Nothing in this Section shall relieve
3 the owner or user of a nonconforming Sign, or the owner of the property on which the
4 nonconforming Sign is located, from the provisions of this Chapter, regarding safety, maintenance
5 and repair of Signs.
6

7 **Section 8. Severability.**

8
9 Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be
10 declared by a court of competent jurisdiction to be invalid, such decision shall not affect the
11 validity of this Ordinance as a whole or any portion thereof, other than the part so declared to be
12 invalid.
13

14 **Section 9. Conflict.**

15
16 That all Sections or parts of Sections of the Code of Ordinances, all Ordinances or parts of
17 Ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are
18 repealed to the extent of such conflict.
19

20 **Section 10. Effective Date.**

21
22 This Ordinance shall become effective upon passage and adoption.

23
24 PASSED ON FIRST READING _____.

25
26 PASSED AND ADOPTED ON SECOND READING _____.

27
28
29 CITY COMMISSION
30 CITY OF WESTON, FLORIDA

31
32
33 By _____
34 Daniel J. Stermer, Mayor

35 ATTEST:

36
37 _____
38 Patricia A. Bates, City Clerk

39
40 Approved as to form and legality
41 for the use of and reliance by the
42 City of Weston only:

43
44 _____
45 Jamie Alan Cole, City Attorney

Roll Call:
Commissioner Norton _____
Commissioner Feuer _____
Commissioner Kallman _____
Commissioner Gomez _____
Mayor Stermer _____

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Memo

To: John Flint, City Manager
City of Weston

Through: Jamie A. Cole, City Attorney

From: Susan L. Trevarthen, FAICP, Assistant City Attorney

Date: May 25, 2016

Re: Revisions to Weston Sign Regulations

The City Attorney's Office has reviewed the City's current sign regulations with City staff in light of recent changes in the law. The City regulates signs in Chapter 126 of the City Code of Ordinances. This Ordinance is intended to make the regulations more closely conform to recent caselaw by revising Chapter 126, revising relevant definitions in Chapter 1, and revising additional references to signs in Chapters 81, 100, and 124. The following memorandum explains the applicable legal standards, explains why the City needs to review the legality of its sign regulations at this time, and describes our recommendations as reflected in the accompanying Ordinance. Nearly all of the current opportunities for signs remain unchanged, but some of the regulations have been refined or clarified.

Legal Background

Signs are protected under the free speech guarantees of the First Amendment of the U.S. Constitution. Therefore, local government sign regulation must conform to the First Amendment. The regulations cannot vary based on the content of speech that the sign is intended to express, and cannot favor or punish points of view or topics. "Content-based" regulation is presumptively unconstitutional and must be justified by a compelling governmental interest. If a sign regulation is content-based on its face, its purpose, its justification and its function does not matter. If it is content neutral, then these factors can be considered in evaluating the constitutionality of the regulation. However, the courts have been unclear about exactly how to determine whether a particular regulation is "content-based."

Sign regulations must be narrowly tailored to achieve the City's governmental purposes for regulating signs, which can be generally characterized as aesthetics and traffic safety. The regulations must not be substantially overbroad, exceeding the scope of the governmental interests justifying regulation. But they also must not be substantially under-inclusive, so narrow or exception-ridden that the regulations fail to further the governmental interests. The permitting criteria and timeframes must meet strict requirements as a prior restraint on speech. And the regulations of commercial signage cannot be

looser than those for noncommercial signage, because noncommercial speech is more highly protected by the First Amendment.

The City's current sign regulations were drafted to address the above legal standards. A 2015 U.S. Supreme Court case (*Reed v. Town of Gilbert*) places greater limitations on how much the City's sign regulations can be tailored based on the functions or content of sign types. The case arose from a temporary sign category that allowed a number of small directional signs to be briefly placed in the right of way prior to and following a special event of a nonprofit entity. This categorical sign type was used by a small itinerant church, led by Pastor Reed, to publicize its church services at various locations including elementary schools and nursing homes. The Town of Gilbert cited the church for placing signs that failed to comply with the regulations for this sign type, because they were too large, were posted for too long, and did not contain directional content.

Pastor Reed and the church sued because the Gilbert code treated these event directional signs differently from other noncommercial signs, and allowed temporary signs related to elections in the right of way and permanent ideological signs on private property to be larger and to be posted for a longer time. The *Reed* opinion modifies prior Supreme Court precedent by holding that government regulation of speech is "content-based" if a law applies to particular speech because of the topic discussed or the idea or message expressed. The majority opinion of the Court was delivered in an opinion by Justice Thomas, but three of the six justices who joined his opinion also joined a more narrow concurring opinion by Justice Alito.

The two opinions differ in some aspects; read together as the holding of the case they suggest that a regulation creating a category for a purely directional message, which merely gives "the time and location of a specific event," is one that "conveys an idea about a specific event" and may be considered content-based. Sign regulations tied to the identity of the speaker may be content-based. Event-based sign regulations may also be considered content-based. However, tying a signage opportunity to the timing of an event, without specifying that the sign content must relate to the event, may be more defensible. If regulations are content-based, then they must be justified by a compelling governmental interest, regardless of whether the governmental motive was innocent and not intended to censor speech.

Justice Thomas' opinion held that, even assuming that aesthetics and traffic safety were compelling governmental interests, the Gilbert regulation was under inclusive and was not narrowly tailored enough to advance these governmental interests and thereby satisfy strict scrutiny. It noted that certain signs that may be essential to guide traffic or to identify hazards and ensure safety for vehicles and pedestrians might well survive strict scrutiny.

Justice Alito's opinion states that "Properly understood, today's decision will not prevent cities from regulating signs in a way that fully protects public safety and serves legitimate esthetic objectives." It assures local governments that *Reed* does not affect their continued ability to regulate based on key distinctions such as

- commercial vs. noncommercial,
- off-premise vs. on-premise,
- static message vs. changeable message,
- temporary vs. permanent,
- regulation by zoning district and land use, and

- regulation of size, placement, spacing, illumination, fabrication and other physical criteria.

Governmental signs on governmental property, including traffic control devices, are not affected by the First Amendment, and can be controlled in the broad discretion of the City, apart from the revised sign regulations. Private signs are not required to be allowed on governmental property.

The City's prohibition on billboard/off-premise sign remains valid. Also, private covenants and regulations that may address signage on private property and common areas in the City were unaffected by *Reed*.

Most sign codes in Florida, and across the country, fail to meet all of the requirements of *Reed*. It is an appropriate time to revisit your sign regulations, and thus, this Ordinance was prepared for your consideration.

Ordinance

The Ordinance includes several changes to temporary sign regulations (pages 27-31) and a few to permanent signs that are designed to enhance the defensibility of the regulations and respond to *Reed*:

- Removal of regulation by sign categories based on content or function, including election/political signs, gas station price signs, menu signs, noncommercial informational signs for homeowners associations, construction signs, special event signs, and holiday decorations.
- Replacement of the above regulations with more generic and simplified signage opportunities, without specifying that the signs must convey a particular message.
- Reduction in the number of sign types exempted from the regulations (pages 18-19) and revising the description of several of the prohibited sign types (pages 19-21)
- Revision and, where appropriate, removal of definitions for consistency with the regulations and caselaw standards (pages 6-8)
- Clarification of wording and structure to aid in interpretation and enforcement throughout the regulations.

The changes to the intent, scope and purpose of the chapter (pages 12-17) are necessary to better articulate the compelling and substantial governmental interests that justify the regulation of signs: traffic safety and preserving aesthetics. The changes specifically reference and respond to the governing caselaw, and articulate that the requirement for local government sign regulation in Florida Statutes, the Florida Constitution's protection of scenic beauty, and the relevant goals, objectives and policies of the City's comprehensive plan, all factors that were missing from the *Reed* decision, all present compelling governmental interests supporting sign regulation in Weston.

The concepts of building and unit number signs, building identity signs, warning signs, street identification signs, and directional signs have been retained as necessary to achieve the compelling traffic safety purposes of the sign regulations. The concept of a real estate sign has been retained based on the requirement of *Linmark Assoc., Inc. v. Twp. of Willingboro*, 431 U.S. 85, 96 (1977) and is subject to intermediate scrutiny in accordance with *Central Hudson Gas & Elec. Co. v. Pub. Svc. Comm'n of NY*, 447 US 557 (1980).

10



AGENDA ITEM SUMMARY

MEETING DATE: June 6, 2016

AGENDA ITEM NO.: 10

FOR:

City of Weston Indian Trace Development District Bonaventure Development District

TITLE:

An Ordinance of the City of Weston, Florida, amending Section 124.16, "IOC Districts," and amending and renumbering section 124.55, "Outdoor storage," to provide for outdoor storage as an accessory use by special exception rather than as a primary use by special exception; and providing for an effective date.

Public Hearing and First Reading*

**The City Commission will be sitting simultaneously as the Local Planning Agency when considering this item.*

SUMMARY EXPLANATION & BACKGROUND:

The City Commission desires to amend the City Code to provide for outdoor storage as an accessory use by special exception rather than as a primary use by special exception.

REQUESTED ACTION:

Approval.

EXHIBITS (LIST): Ordinance

PREPARED BY:

Jamie Alan Cole, City Attorney

PETITIONER/REPRESENTATIVE:

Not Applicable

RECOMMENDED FOR CONSIDERATION BY:

John R. Flint, City Manager
Jamie Alan Cole, City Attorney

FUNDING SOURCE:

Not Applicable

VOTING REQUIRED FOR PASSAGE:

Majority Majority Plus One Unanimous

COMMISSION ACTION:

	M	2	Y	N		
					Approved as presented	
Commissioner Norton					Approved as amended	
Commissioner Feuer					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Gomez					Deferred to	
Mayor Stermer					To deny	

Notes:

**CITY OF WESTON, FLORIDA
ORDINANCE NO. 2016-__**

AN ORDINANCE OF THE CITY OF WESTON, FLORIDA, AMENDING SECTION 124.16, "IOC DISTRICTS," AND AMENDING AND RENUMBERING SECTION 124.55, "OUTDOOR STORAGE," TO PROVIDE FOR OUTDOOR STORAGE AS AN ACCESSORY USE BY SPECIAL EXCEPTION RATHER THAN AS A PRIMARY USE BY SPECIAL EXCEPTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, First, the City Commission desires to amend the City Code to provide for outdoor storage as an accessory use by special exception rather than as a primary use by special exception; and

WHEREAS, Second, the City Commission, in its capacity as the Local Planning Agency, has reviewed the Ordinance and recommends approval; and

WHEREAS, Third, the City Commission finds that it is in the best interest of the City to adopt this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Weston, Florida:

Section 1. Recitals. The foregoing Whereas clauses are ratified and incorporated as the legislative intent and factual findings underlying this Ordinance.

Section 2. Recommendation of Approval by the Local Planning Agency.

The City Commission, in its capacity as the Local Planning Agency, has reviewed the proposed Ordinance and recommends approval.

Section 3. Section 124.16 Amended.

Chapter 124, "Zoning," of the Code of Ordinances of the City of Weston, is amended to read as follows:

§ 124.16. IOC DISTRICTS.

	*	*	*	
124.16(D) <i>Permitted Uses.</i>	*	*	*	
Outdoor Storage	SE	SE	SE	
	*	*	*	

Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, shaded text reflects changes made from First Reading.

1 **Section 4. Section 124.55 Renumbered.**

2
3 Chapter 124, "Zoning," of the Code of Ordinances of the City of Weston, is amended to
4 read as follows:
5

6
7 **§ ~~124.55~~37.2. OUTDOOR STORAGE.**

8
9 ~~All businesses that store~~ The storage of materials, or storage for work in progress, finished products,
10 machinery or equipment outside of an enclosed Building ~~shall be required to obtain~~ may be
11 allowed as an accessory use by special exception approval. All Outdoor storage shall be indicated
12 on a site plan and buffered from adjacent properties in accordance with the requirements of the
13 Code. If Outdoor storage is present but not reflected on an approved site plan or added to an
14 existing Building, a new site plan or site plan amendment is required.
15

16 124.5537.2(A) **Generally.** The establishment of Outdoor storage may be permitted as an
17 accessory use by special exception when it can be done in harmony with the surrounding
18 properties. To provide for its appropriateness, site standards are identified for Outdoor storage. The
19 objectives of these standards are as follows:
20

21 124.5537.2(A)(1) To minimize the impact of the proposed storage area; and

22
23 124.5537.2(A)(2) To maintain architectural compatibility with the main Structure.

24
25 124.5537.2(B) **Standards.**

26
27 124.5537.2(B)(1) Must be fully screened from view;

28
29 124.5537.2(B)(2) Screening must be architecturally compatible with the main Structure;

30
31 124.5537.2(B)(3) Height of screening may not exceed main Structure;

32
33 124.5537.2(B)(4) Parking must be provided for the enclosure at the same rate as required for the
34 Use of the main Structure ; and

35
36 124.5537.2(B)(5) All Setback requirements of the district where the Use is located apply.
37

38 **Section 5. Severability.**

39
40 Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be
41 declared by a court of competent jurisdiction to be invalid, such decision shall not affect the
42 validity of this Ordinance as a whole or any portion thereof, other than the part so declared to be
43 invalid.
44
45

Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, shaded text reflects changes made from First Reading.

1 **Section 6. Conflict.**

2
3 That all Sections or parts of Sections of the Code of Ordinances, all Ordinances or parts of
4 Ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are
5 repealed to the extent of such conflict.
6

7 **Section 7. Effective Date.**

8
9 This Ordinance shall become effective upon passage and adoption.

10
11 PASSED ON FIRST READING _____.

12
13 PASSED AND ADOPTED ON SECOND READING _____.

14
15
16 CITY COMMISSION
17 CITY OF WESTON, FLORIDA

18
19
20 By _____
21 Daniel J. Stermer, Mayor

22 ATTEST:

23
24 _____
25 Patricia A. Bates, City Clerk

26
27 Approved as to form and legality
28 for the use of and reliance by the
29 City of Weston only:

30
31 _____
32 Jamie Alan Cole, City Attorney

Roll Call:
Commissioner Norton _____
Commissioner Feuer _____
Commissioner Kallman _____
Commissioner Gomez _____
Mayor Stermer _____

Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.

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A



AGENDA ITEM SUMMARY

MEETING DATE: June 6, 2016

AGENDA ITEM NO.: 11-A

FOR:
 City of Weston Indian Trace Development District Bonaventure Development District

TITLE:
 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, authorizing the execution of an Agreement for Continuing Professional Services for Surveying and Mapping, RFQ No. 2015-11, with Calvin, Giordano & Associates, Inc., of Fort Lauderdale, Florida.

SUMMARY EXPLANATION & BACKGROUND:
 Authorizing the execution of an agreement for Continuing Professional Services for Surveying and Mapping with Calvin, Giordano & Associates, Inc., of Fort Lauderdale, Florida.

REQUESTED ACTION:
 Approval.

EXHIBITS (LIST): Resolution

PREPARED BY:
 Darrel Thomas, Assistant City Manager/COO

PETITIONER/REPRESENTATIVE:
 Not Applicable

RECOMMENDED FOR CONSIDERATION BY:
 John R. Flint, City Manager
 David E. Keller, Assistant City Manager/CFO

FUNDING SOURCE:
 City's General Fund, Community Development

VOTING REQUIRED FOR PASSAGE:
 Majority Majority Plus One Unanimous

COMMISSION ACTION:		M	2	Y	N		
						Approved as presented	
Commissioner Norton						Approved as amended	
Commissioner Feuer						Approved with conditions	
Commissioner Kallman						Continued to	
Commissioner Gomez						Deferred to	
Mayor Stermer						To deny	

Notes:

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**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2016-____**

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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, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR SURVEYING AND MAPPING, RFQ NO. 2015-11, WITH CALVIN, GIORDANO & ASSOCIATES, INC., OF FORT LAUDERDALE, FLORIDA.

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WHEREAS, First, Indian Trace Development District and Bonaventure Development District are dependent special districts of the City of Weston ("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 of Weston serves as the governing board of Indian Trace Development District and the governing board of Bonaventure Development District; and

WHEREAS, Third, funding for surveying and mapping services is included in City's General Fund, Community Development; and

WHEREAS, Fourth, Section 287.055, Florida Statutes, governs the process for procurement of such services; and

WHEREAS, Fifth, Chapter 32 of City Code governs the acquisition of goods and services and disposal of City property, including Request for Qualifications for Continuing Professional Services for Surveying and Mapping Services, RFQ No. 2015-11 (the "RFQ"); and

WHEREAS, Sixth, in compliance with Chapter 32 of City Code, beginning on October 23, 2015, the RFQ was issued and advertised in the Sun-Sentinel, on City's website, and posted on the Public Notices board in City Hall lobby, and proposal documents made available for electronic download from Onvia DemandStar; and

WHEREAS, Seventh, City prepared the RFQ, wherein it is provided the proposals are ranked on the following criteria: 1) qualifications of consultant's firm: years in business, office location and licenses; 2) consultant's financial ability to perform the services described in this RFQ; 3) qualification of consultant's project team; personnel used for the project, project manager, sub consultants, joint ventures, including their pertinent training, skill and experience; 4) firm's experience with providing similar professional services for government agencies with infrastructure that is similar in scope, size and complexity as City; 5) approach and methodology to the scope of services; and, 6) whether consultant is a certified minority business enterprise; and

WHEREAS, Eighth, a total of 72 sets of RFQ documents were obtained by potential proposers; and

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, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR SURVEYING AND MAPPING, RFQ NO. 2015-11, WITH CALVIN, GIORDANO & ASSOCIATES, INC., OF FORT LAUDERDALE, FLORIDA.

1 WHEREAS, Ninth, a total of 28 persons representing 19 potential bidders signed in and
2 participated at the Mandatory Pre-Bid Conference held on November 4, 2015, at 11:00 a.m. at
3 City's Community Center; and
4

5 WHEREAS, Tenth, on November 9, 2015, City issued Addendum #1; on November 12,
6 2015, City issued Addendum #2; and on November 18, 2015, City issued Addendum #3; and
7

8 WHEREAS, Eleventh, on November 24, 2015, the proposals were due and opened by
9 the City and yielded proposals for the Surveying and Mapping portion of the RFQ from the
10 following eight firms: CES Consultants, Inc., of Miami Lakes, Florida; The Corradino Group, Inc.,
11 of Fort Lauderdale, Florida; Craven Thompson & Associates, Inc., of Fort Lauderdale, Florida;
12 T.Y. Lin International, of Coral Gables, Florida; Calvin, Giordano & Associates, Inc., of Fort
13 Lauderdale, Florida; R.J. Behar & Company of Pembroke Pines, Florida; Keith & Associates,
14 Inc., of Pompano Beach, Florida; and CSA Central, Inc., of Miami, Florida; and
15

16 WHEREAS, Twelfth, a Selection Committee comprised of David E. Keller, Assistant City
17 Manager/CFO, Chair; Bryan Cahen, Director of Budget, member; Ryan Fernandes, Director of
18 Technology Services, member; and Denise Barrett-Miller, Director of Communications, alternate
19 member was established for the purpose of evaluating and recommending to the Assistant City
20 Manager/COO the selection of a firm for Continuing Professional Services for Surveying and
21 Mapping; and
22

23 WHEREAS, Thirteenth, on February 9, 2016, the Selection Committee met at a publicly
24 noticed meeting (with notice sent to all of the proposers) and determined that all six of the
25 firms were responsive and responsible, and ranked the firms in order of most qualified, being;
26 Calvin, Giordano & Associates, Inc., of Fort Lauderdale, Florida, number one; Keith and Schnars,
27 P.A., of Fort Lauderdale, Florida, number two; Craven Thompson & Associates, Inc., of Fort
28 Lauderdale, Florida, number three; Keith & Associates, Inc., of Pompano Beach, Florida, number
29 four; T.Y. Lin, International, of Coral Gables, Florida, number five; and CSA Central, Inc., of
30 Miami, Florida, number six; and
31

32 WHEREAS, Fourteenth, on March 7, 2016, City adopted Resolution No. 2016-33, which
33 accepted and ratified the ranking of the firms for Surveying and Mapping and authorized the
34 Assistant City Manager/COO to negotiate an Agreement with the number one ranked firm, Calvin,
35 Giordano & Associates, Inc., of Fort Lauderdale, Florida; and
36

37 WHEREAS, Fifteenth, City and Calvin, Giordano & Associates, Inc., of Fort Lauderdale,
38 Florida have successfully negotiated an agreement that sets forth the duties and obligations, and
39 desire to enter into an Agreement attached hereto as "Exhibit A".
40

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

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, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR SURVEYING AND MAPPING, RFQ NO. 2015-11, WITH CALVIN, GIORDANO & ASSOCIATES, INC., OF FORT LAUDERDALE, FLORIDA.

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

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5 Section 2: The City Commission authorizes the Agreement for Continuing Professional Services for
6 Surveying and Mapping with Calvin, Giordano & Associates, Inc. of Fort Lauderdale, Florida.

7
8 Section 4: The appropriate City officials are authorized to execute all necessary documents and to
9 take any necessary action to effectuate the intent of this Resolution.

10
11 Section 5: This Resolution shall take effect upon its adoption.

12
13 ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of
14 Indian Trace Development District, and as the governing board of Bonaventure Development
15 District, this 6th day of June 2016.

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19 _____
20 Daniel J. Stermer, Mayor of the City of Weston
21 Chair of Indian Trace Development District
22 Chair of Bonaventure Development District

23
24
25 ATTEST:

26
27 _____
28 Patricia A. Bates, MMC, City Clerk

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

32 _____
33 Jamie Alan Cole, City Attorney

Roll Call:
Commissioner Norton _____
Commissioner Feuer _____
Commissioner Kallman _____
Commissioner Gomez _____
Mayor Stermer _____



CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

**CONTINUING PROFESSIONAL SERVICES:
SURVEYING AND MAPPING**

AGREEMENT DOCUMENT

City of Weston RFQ No. 2015-11

CITY OF WESTON, FLORIDA

RFQ No. 2015-11

CONTINUING PROFESSIONAL SERVICES: SURVEYING AND MAPPING

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AGREEMENT
AMONG
CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT
AND
CALVIN, GIORDANO AND ASSOCIATES, INC.
FOR
CONTINUING PROFESSIONAL SERVICES:
SURVEYING AND MAPPING
RFQ NO. 2015-11

This Agreement is made and entered into the ____ day of _____, 2016 among City of Weston, a Florida municipal corporation, Indian Trace Development District, and Bonaventure Development District (collectively "CITY"), and **Calvin Giordano and Associates, Inc.** ("CONSULTANT") for Continuing Professional Services: Surveying and Mapping, ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, CITY, pursuant to Section 287.055, Florida Statutes, solicited proposals from proposers to perform Continuing Professional Services for Surveying and Mapping ("Services"); and

WHEREAS, proposals were evaluated and ranked by a Selection Committee; and a recommendation was made to the Assistant City Manager/COO; and

WHEREAS, on March 7, 2016, CITY adopted Resolution No. 2016-33, which accepted and ratified the ranking of the firms for Continuing Professional Services: Surveying and Mapping and authorized the Assistant City Manager/COO to negotiate an Agreement with the number one ranked firm, Calvin Giordano and Associates, Inc.; and

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 1

GENERAL INFORMATION

This Agreement is based on the general information set forth herein and incorporates the Certificate of Insurance, attached hereto and made a part hereof as Exhibit A; and the Compensation Schedule, attached hereto and made a part hereof as Exhibit B.

- 1.1 Scope of Services.** CONSULTANT shall provide Continuing Professional Services for Surveying and Mapping relating to the provision of a wide range professional surveying and mapping of services to include but limited: boundary surveys; topographic survey and mapping; GPS and Geodetic Control Survey; Record (as- built) surveys; utility & infrastructure layout and legal descriptions/documents, and other miscellaneous surveying and mapping related projects.

CITY's Authorized Representative. The City Manager or his designee.

- 1.2 Term.** The term of this Agreement shall begin on July 1, 2016 and shall extend until March 31, 2021. After the initial term, this Agreement 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, and by amendment to this Agreement, prior to the expiration of the current term.
- 1.3** 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 CITY. CONSULTANT'S proposal for the scope of work shall further define the scope of work, project timing, fees, and reimbursables. CONSULTANT'S proposal, including schedule, detailed scope of work, fees, reimbursables, and sub-consultants will be approved, rejected, or negotiated by CITY.
- 1.4** CONSULTANT shall obtain a signed work authorization prior to commencement of Services. CITY shall not be responsible for payment for any work done without a signed work authorization.
- 1.5** If a work authorization is approved or not approved, 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 CONSULTANT shall provide the continuing professional services as set forth in this Agreement and Exhibits thereto.
- 2.2 CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by contractors practicing in the same or similar locality under the same or similar circumstances. CONSULTANT shall perform services as expeditiously as is consistent with such professional skill and care and orderly progress of a particular project (herein referred to as "the Project").
- 2.3 CONSULTANT shall identify a representative authorized to act on behalf of CONSULTANT with respect to the Project.
- 2.4 CONSULTANT shall maintain the following insurance for the duration of this Agreement, the cost of which shall be included in CONSULTANT'S compensation.

The policies of insurance shall be primary and written on forms acceptable to CITY and placed with insurance carriers 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 CITY. CITY must approve any changes to these specifications.

Professional liability – \$2,000,000 per occurrence

General liability – \$1,000,000 per occurrence; \$2,000,000 general aggregate

Automobile liability – \$1,000,000 per occurrence

Workers compensation – statutory

CITY shall be named as additional insured, as their interests may appear on policies for general liability and automobile liability. As respects general liability coverage, the additional insured status of CITY shall be maintained for the Project for not less than five (5) years following completion and acceptance by CITY or no more restrictive than Insurance Services Office (ISO) form CG 20 37 (07 04). Waiver of subrogation in favor of CITY is required on all policies except workers' compensation.

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

- 2.4.1** All policies required by this Agreement, with the exception of workers' compensation, or unless specific approval is given by CITY, are to be written on an occurrence basis, and shall name CITY as additional insured during this Agreement and for a minimum of five (5) years following the end of this Agreement which language should be included on CONSULTANT'S certificate of insurance. Insurer(s), with the exception of workers' compensation, shall agree to waive all rights of subrogation against CITY.
- 2.4.2** Insurance requirements itemized in this contract and required of CONSULTANT shall be provided on behalf of all sub-consultants to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- 2.4.3** Each insurance policy required by this Agreement shall:
- a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Not be suspended, voided or canceled by either party except after thirty (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 for workers' compensation notice shall be 10 days.
- 2.4.4** CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
- 2.4.5** The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement.
- 2.4.6** CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
- 2.4.7** Certificates of insurance evidencing claims made or occurrence form coverage and conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326, prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by CITY before CONSULTANT will be allowed to commence or continue work. All insurance carriers must have their corresponding AM Best carrier identification listed on the certificate of insurance.

2.4.8 Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement, shall be provided to CONSULTANT'S/Sub-Contractor's insurance company and CITY'S Risk Manager as soon as practicable after notice to the insured.

2.4.9 The insurance required for this Agreement shall be written for not less than limits of liability specified in the Project manual or required by law, whichever coverage is greater. CONSULTANT shall furnish information concerning reduction of coverage with reasonable promptness in accordance with CONSULTANT'S information and belief.

2.5 Errors and Omissions

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 CITY for five years after the date of acceptance of the Services by 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 CITY for work performed does not constitute a waiver of this provision.

2.6 CONSULTANT'S Basic Services

CONSULTANT agrees to provide complete Continuing Professional Services for Surveying and Mapping 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 all times to ensure its performance as specified in this Agreement.

When submitting documents to CITY, CONSULTANT shall also submit, and costs shall provide for, three (3) hard copies and documents in an electronic format in Microsoft Word and Excel, Adobe 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 CITY for the Project. CONSULTANT shall furnish, comprehensive professional services for the Project 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 CITY if described in requests for quotations. After consultation with CITY, recommend to CITY those solutions which, in CONSULTANT'S professional judgment, best meet CITY'S requirements for the Project, including recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds.
- 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, CONSULTANT shall update its documentation, at no additional cost to 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 CONSULTANT, services under the Study and Report Phase will be considered complete when the study or report has been accepted by CITY as complete, which acceptance will not be unreasonably withheld.

2.6.2 Preliminary Design Phase

- a. On the basis of selection by 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 CITY, to reflect this reduced scope.
- c. Furnish preliminary design documents to and review them with 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 CONSULTANT, services under the Preliminary Design Phase will be considered complete when the preliminary design documents have been accepted by CITY as complete.

2.6.3 Final Design/Construction Documents Phase

- a. If the Project involves construction or demolition, 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 civil, environmental, structural, mechanical, electrical, site, and other work, and the necessary bidding information, general conditions, supplementary conditions and proposal forms. CONSULTANT shall submit to 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 CONSULTANT can prepare and deliver to CITY the record drawings in the form required by CITY.
- c. Prior to final approval of the construction documents by CITY, 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 CITY, and shall assist in obtaining any such applicable certifications of permit approval by such authorities prior to approval by CITY of the final set and printing of the construction documents. CONSULTANT shall promptly advise CITY of any substantial increases in costs set forth in the statement of probable construction cost that in the opinion of 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 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, CONSULTANT shall redesign with no additional cost to CITY.
- g. Designing to construction cost limit - If a construction cost limit is established by CITY, such construction cost limit will be set forth in the work authorization to CONSULTANT. The written acceptance by 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. CONSULTANT shall signify its responsibility for the Construction documents prepared pursuant to the Project by affixing its signature, date and seal thereto as required by Chapters 471 and 481, Florida Statutes.
- i. When submitting documents to CITY, CONSULTANT shall also submit, and costs shall provide for, three (3) hard copies and documents in an electronic format in Microsoft Word and Excel, Adobe PDF, and AutoCAD latest versions.
- j. CONSULTANT'S services under the Final Design/Construction Documents Phase will be considered complete when the bid documents are delivered to and accepted by CITY, and finally complete when the CADD drawings in AutoCAD DXF format are delivered to and accepted by CITY.

2.6.4 Bidding or Negotiating Phase

- a. CONSULTANT shall attend all pre-bid conferences and prepare and distribute minutes.
- b. 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 a 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 CITY.
- e. Should the lowest responsible, responsive bid exceed CONSULTANT'S statement of probable construction cost by 10% or more, CONSULTANT shall, at 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/Construction Documents 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 20-city average Construction Cost Index from the date of completion of the Final Design/Construction Documents Phase and the date on which proposals or bids are sought, as published monthly in "Engineering News-Record".
- g. For the purpose of payment to CONSULTANT, the Bidding or Negotiating Phase will terminate and the services of CONSULTANT for this phase will be considered complete upon signing of a contract for a construction project, or cancellation of a construction project by CITY. Rejection of bids by CITY does not constitute cancellation of a construction 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, CONSULTANT shall make recommendations to CITY on all claims of CITY and the contractor regarding interpretation of the construction documents, and on all other matters relating to the execution and progress of the work. 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, and approve progress payments to the contractor based on the schedule of values and percent of completion of work.
- b. 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 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, 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. CONSULTANT shall conduct a pre-construction meeting among CONSULTANT, CITY, contractor, and utility companies; and prepare and distribute minutes of the meeting.

- e. CONSULTANT shall make inspections of the Work based on the type and frequency defined in the scope of work on which contractor 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 CITY with a written report of each inspection in order to inform CITY of the progress of the work. CONSULTANT shall endeavor to guard CITY against defects and deficiencies in the work of contractors, and make written recommendation to CITY that work fails to conform to the construction documents. Based on such inspections, and the applications for payment, CONSULTANT will recommend the amount owed, and will issue certificates for payment in such amount. These certifications will constitute a representation to 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, CONSULTANT will also represent to CITY that, to the best of CONSULTANT'S knowledge, information, and belief, based on what CONSULTANT'S inspections have revealed, the work is in accordance with the construction documents. CONSULTANT 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. CONSULTANT shall revise the construction drawings and submit record drawings or corrected CADD drawings to CITY to show those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by contractor.
- g. The CONSULTANT shall attend regularly scheduled progress meetings on site, and prepare and distribute minutes.
- h. CONSULTANT shall prepare construction change orders for CITY'S approval. CONSULTANT shall not authorize any changes in services or time, no matter how minor, without prior written approval from CITY.
- i. Should CONSULTANT approve progress payments to contractor in excess of the value of the work performed, and a default occurs leaving insufficient funds to complete the work, CONSULTANT shall reimburse 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 CITY'S and Building Official's inspection and approval, 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 construction 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 contractor or for safety precautions and programs incident to the work of the contractor

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SECTION 3

ADDITIONAL SERVICES

- 3.1** If it should become necessary for CITY to request CONSULTANT to render any additional services to either supplement the Services described in this Agreement or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be based on hourly billing rates or a lump sum as mutually agreed upon between CONSULTANT and CITY, and as set forth in Exhibit B. CITY shall identify a representative authorized to act on CITY's behalf with respect to the Work.

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SECTION 4

CITY'S RESPONSIBILITIES

- 4.1** CITY shall identify a representative authorized to act on CITY's behalf with respect to this Agreement and all Projects.
- 4.2** CITY shall assist CONSULTANT by placing at its disposal all available information for all Projects, whenever reasonably possible.
- 4.3** CITY shall provide CONSULTANT access to the Project site prior to commencement of the work and CITY shall obligate the contractor to provide CONSULTANT access to the Project site whenever it is in preparation or progress, whenever reasonably possible.
- 4.4** CITY shall reimburse CONSULTANT for applicable permit application fees.

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SECTION 5

COPYRIGHTS AND LICENSES

OWNERSHIP OF DOCUMENTS

- 5.1** 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.

- 5.2** 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.

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SECTION 6

TERM, TERMINATION AND SUSPENSION

- 6.1 Term.** As stated under Section 1.2 of this Agreement.
- 6.2 Termination for Convenience.** This Agreement may be terminated by CITY for convenience upon ten (10) calendar days' written notice to CONSULTANT. In the event of such termination, any services performed by CONSULTANT under this Agreement shall, at the option of CITY, become CITY'S property, and CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of CITY up through the date of termination. Under no circumstances shall CITY make payment for services that have not been performed.
- 6.3 Termination for Cause.** This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminated by CITY, CONSULTANT shall indemnify CITY against loss pertaining to this termination. In the event that CONSULTANT is terminated by CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2, and the provisions of Section 6.2 shall apply.
- 6.4** In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date this Agreement is terminated; however, 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.
- 6.5** In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 5 of this Agreement. In no event shall CITY be liable to CONSULTANT for any additional compensation, other than provided herein, or for any consequential or incidental damages.

- 6.6 Suspension.** CITY may suspend the Project at any time and for any reason, immediately, and without advanced notice. If CITY suspends the Project, CONSULTANT shall be compensated for the services performed prior to the notice of suspension, up through the date of such suspension, provided that such services are performed to the satisfaction of CITY. Under no circumstances shall CITY make payment for services that have not been performed. In no event shall CITY be liable to CONSULTANT for any additional compensation, other than provided herein, or for any consequential or incidental damages. CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. When the Project is resumed, CONSULTANT'S time schedule shall be equitably adjusted and agreed to in writing by both parties.
- 6.7** City Manager may terminate this Agreement, or suspend the work, immediately, and without advanced notice, if deemed necessary to protect the public health, safety or welfare.
- 6.8** Notice of termination or suspension shall be provided in accordance with Section 9.6 Notices of this Agreement, except that notice of termination or suspension by City Manager which 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 9.6 Notices of this Agreement.

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SECTION 7

COMPENSATION

- 7.1 The amount of compensation payable by CITY to CONSULTANT shall be based upon the prices as set forth in Exhibit B 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 Section 1.1 Scope of Services.
- 7.2 The hourly billing rates for services of CONSULTANT, and CONSULTANT'S consultants if any, are set forth in Exhibit B. Beginning on October 1, 2017 and each October 1st thereafter, CONSULTANT shall receive an annual adjustment in the rates and fees. The adjustment shall be based on the annual change in the February Consumer Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area, 1982-84=100, Series ID:CUURA320SAO, CUUSA320SAO, 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.
- 7.3 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, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- 7.4 Approved reimbursable expenses shall be paid to CONSULTANT at exact cost, and upon proof of payment by CONSULTANT if requested by CITY. Anticipated reimbursable expenses shall be included with CONSULTANT'S original fee proposal. No claim for reimbursement for the following expenses shall be made to CITY:
- a. All travel and vehicle expenses within Miami-Dade, Broward and Palm Beach Counties.
 - b. Three sets of signed and sealed permitting plans.
 - c. Computer usage, telephone expenses, postage.

- 7.5 Notwithstanding any provision of this Agreement to the contrary, City Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- 7.6 Payment shall be made to CONSULTANT in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, card, funds transfer or other method as determined by CITY in its sole discretion.
- 7.7 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 for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.
- 7.8 If it should become necessary for CITY to request CONSULTANT to render any additional services to either supplement the services described in this Agreement 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 by mutual agreement of both parties and negotiated as to price.
- 7.9 Records of expenses pertaining to additional services, and services performed on the basis of hourly rates shall be available to CITY within 48 hours of CITY'S request.
- 7.10 Additional services furnished by CONSULTANT or CONSULTANT'S consultants shall be based on hourly billing rates or a lump sum as mutually agreed upon between CONSULTANT and CITY, and as set forth in Exhibit B.

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SECTION 8

INDEMNIFICATION

- 8.1** CONSULTANT shall indemnify and hold harmless 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 CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of the services under this Agreement.
- 8.2** 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.
- 8.3** The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to 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.

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SECTION 9

MISCELLANEOUS

- 9.1 Audit and Inspection Rights and Retention of Records.** 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.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONSULTANT is notified in writing by CITY of the need to extend the retention period. Such retention of such records and documents shall be at CONSULTANT'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by 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.

In addition, CONSULTANT shall respond to the reasonable inquiries of successor consultants and allow successor consultants to receive working papers relating to matters of continuing significance.

In addition, CONSULTANT shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with this Agreement for CONSULTANT'S services.

- 9.2 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.

- 9.3 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 contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for an act defined by Section 287.133, Florida Statutes, as a "public entity crime" may not submit a bid on a 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 contractor, supplier, subcontractor, 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.
- 9.4 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 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.
- 9.5 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.
- 9.6 Notices.** Whenever either party desires to give notice to the other, such notice must 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: John R. Flint, City Manager/CEO
City of Weston
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: Chris Giordano
Calvin, Giordano and Associates, Inc.
1800 Eller Drive,
Suite 600
Fort Lauderdale, Florida 33316

- 9.7 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONSULTANT, except with the prior approval of 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 City Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in this Agreement. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in this Agreement, a list of such subcontractors shall be provided to 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 this Agreement 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.

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

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONSULTANT or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

- 9.9 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 this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 9.10 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.
- 9.11 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.
- 9.12 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.
- 9.13 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.

- 9.14 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 Sections 1 through 9 of this Agreement shall prevail and be given effect.
- 9.15 Applicable Law and Venue; Attorney’s 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 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.
- 9.16 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.
- 9.17 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 9.16 Amendments above.
- 9.18 Drug-Free Workplace.** CONSULTANT shall maintain a drug-free workplace.
- 9.19 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.
- 9.20 Multiple Originals.** This Agreement may be fully executed in five (5) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 9.21 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

9.22 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.

9.23 Public Records. CONSULTANT shall comply with the public records laws as follows:

- a. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that CITY would provide the records and 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.
- d. Meet all requirements for retaining public records and transfer, at no cost, to CITY all public records in possession of CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the information technology systems of CITY.

If CONSULTANT does not comply with a public records request, CITY shall enforce the contract provisions in accordance with this Agreement.

9.24 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.

9.25 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 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.

9.26 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 CITY, upon written notice to CONSULTANT of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.

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

9.28 Default.

9.28.1 An event of default shall mean a breach of this Agreement by 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:

- a. CONSULTANT has not performed services on a timely basis;
- b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- c. CONSULTANT has become insolvent or has assigned the proceeds received for the benefit of CONSULTANT'S creditors, or CONSULTANT has taken advantage of any insolvency statute or debtor/creditor law or if CONSULTANT'S affairs have been put in the hands of a receiver;
- d. CONSULTANT has failed to obtain the approval of CITY where required by this Agreement;
- e. 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.

9.28.2 In the event CONSULTANT fails to comply with the provisions of this Agreement, CITY may declare CONSULTANT in default, notify CONSULTANT in writing, and give 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 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, CONSULTANT shall return these sums to CITY within ten (10) days after notice that these sums are due. Nothing in this Section shall limit CITY'S right to terminate, at any time, pursuant to this Agreement.

9.28.3 In an event of default, CONSULTANT shall be liable for all damages resulting from the default, including but not limited to:

- a. Lost funding, and
- b. The difference between the cost associated with procuring services and the amount actually expended by CITY, including procurement and administrative costs.
- c. 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 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. 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 CITY in law or in equity.

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT AND CALVIN, GIORDANO AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES: SURVEYING AND MAPPING RFQ NO. 2015-11

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 _____, 2016; and Calvin, Giordano and Associates, Inc. authorized to execute same, through its President.

**CITY OF WESTON, through its City Commission
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT**

ATTEST:

By: _____
Daniel J. Stermer, Mayor

Patricia A. Bates, MMC, City Clerk

_____ day of _____, 2016

By: _____
John R. Flint, City Manager

_____ day of _____, 2016

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

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

_____ day of _____, 2016

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT AND CALVIN, GIORDANO AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES: SURVEYING AND MAPPING RFQ NO. 2015-11

WITNESSES:

CONSULTANT, Calvin, Giordano and Associates, Inc.

By: _____
Dennis J. Giordano, President

Print Name

_____ day of _____, 2016

(CORPORATE SEAL)

Print Name

EXHIBIT "A"

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

CALVI-2 OP ID: IG

DATE (MM/DD/YYYY)
03/09/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Eric Martin Woodling		CONTACT NAME: PHONE (A/C, No, Ext): 954-776-2222 E-MAIL ADDRESS: FAX (A/C, No): 954-776-4446															
INSURED Calvin, Giordano & Associates, Inc. Attn: Dennis Giordano 1800 Eller Drive #600 Ft. Lauderdale, FL 33316		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Casualty Ins. Co</td> <td>29424</td> </tr> <tr> <td>INSURER B : Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER C : American Guar & Liab Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER D : Twin City Fire Ins. Co.</td> <td>29459</td> </tr> <tr> <td>INSURER E : Landmark American Ins. Co.</td> <td>33138</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Ins. Co	29424	INSURER B : Hartford Fire Insurance Co.	19682	INSURER C : American Guar & Liab Ins Co	26247	INSURER D : Twin City Fire Ins. Co.	29459	INSURER E : Landmark American Ins. Co.	33138	INSURER F :	
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INSURER F :																	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		21UUNLK3645	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		21UENZE9789	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC594612807	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	21WBNO3209	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab Claims Made			LHR753020 RETRO DATE 8/27/1959	08/27/2015	08/27/2016	Occ/Aggr 2,000,000 Retention 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Weston is an Additional Insured with respects to General Liability and Automobile Liability insurance if required by written contract. Excess Liability follows form over General Liability and Automobile Liability. Worker's Compensation at Statutory limits.

CERTIFICATE HOLDER

WEST010

City of Weston
 Attn: Darrel Thomas
 20200 Saddle Club Rd.
 Weston,, FL 33327

CANCELLATION

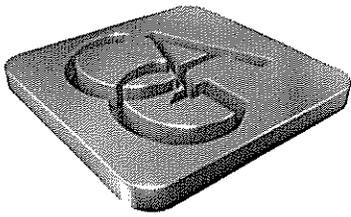
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT "B"

COMPENSATION SCHEDULE



**CITY OF WESTON
PROFESSIONAL FEE SCHEDULE**

SURVEYING

Building Code Services	Associate, Surveying	206.28
Coastal Engineering	Senior Registered Surveyor	180.64
Code Enforcement	Survey Crew	167.54
Construction Engineering and Inspection	Registered Surveyor	154.72
Construction Services	Survey Coordinator	129.08
Contract Government	CADD Technician	115.96
Data Technologies and Development	3D Laser Scanner	451.31
Emergency Management Services	Hydrographic Survey Crew	419.12
Engineering	G.P.S. Survey Crew	193.46
Environmental Services	Sub-meter G.P.S	90.32
Facilities Management		
Indoor Air Quality		
Landscape Architecture		
Municipal Engineering		
Planning		
Public Administration		
Redevelopment and Urban Design		
Surveying and Mapping		
Traffic Engineering		
Transportation Planning		

GSA Contract Holder

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

Effective March 19, 2016

B



AGENDA ITEM SUMMARY

MEETING DATE: June 6, 2016

AGENDA ITEM NO.: 11-B

FOR:						
<input checked="" type="checkbox"/> City of Weston <input checked="" type="checkbox"/> Indian Trace Development District <input checked="" type="checkbox"/> Bonaventure Development District						
TITLE:						
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, authorizing the execution of an Agreement for Continuing Professional Services for Traffic and Transportation Engineering, RFQ No. 2015-11, with Calvin, Giordano & Associates, Inc., of Fort Lauderdale, Florida.						
SUMMARY EXPLANATION & BACKGROUND:						
Authorizing the execution of an agreement for Continuing Professional Services for Traffic and Transportation Engineering with Calvin, Giordano & Associates, Inc., of Fort Lauderdale, Florida.						
REQUESTED ACTION:						
Approval.						
EXHIBITS (LIST): Resolution						
PREPARED BY:				PETITIONER/REPRESENTATIVE:		
Darrel Thomas, Assistant City Manager/COO				Not Applicable		
RECOMMENDED FOR CONSIDERATION BY:				FUNDING SOURCE:		
John R. Flint, City Manager David E. Keller, Assistant City Manager/CFO				City's General Fund, Community Development		
VOTING REQUIRED FOR PASSAGE:						
<input checked="" type="checkbox"/> Majority <input type="checkbox"/> Majority Plus One <input type="checkbox"/> Unanimous						
COMMISSION ACTION:						
	M	2	Y	N	Approved as presented	
Commissioner Norton					Approved as amended	
Commissioner Feuer					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Gomez					Deferred to	
Mayor Stermer					To deny	

Notes:

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2016-__**

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, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR TRAFFIC AND TRANSPORTATION ENGINEERING, RFQ NO. 2015-11, WITH CALVIN, GIORDANO & ASSOCIATES, INC., OF FORT LAUDERDALE, FLORIDA.

WHEREAS, First, Indian Trace Development District and Bonaventure Development District are dependent special districts of the City of Weston ("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 of Weston serves as the governing board of Indian Trace Development District and the governing board of Bonaventure Development District; and

WHEREAS, Third, funding for traffic and transportation engineering is included in City's General Fund, Community Development; and

WHEREAS, Fourth, Section 287.055, Florida Statutes, governs the process for procurement of such services; and

WHEREAS, Fifth, Chapter 32 of City Code governs the acquisition of goods and services and disposal of City property, including Request for Qualifications for Continuing Professional Services for Traffic and Transportation Engineering Services, RFQ No. 2015-11 (the "RFQ"); and

WHEREAS, Sixth, in compliance with Chapter 32 of City Code, beginning on October 23, 2015, the RFQ was issued and advertised in the Sun-Sentinel, on City's website, and posted on the Public Notices board in City Hall lobby, and proposal documents made available for electronic download from Onvia DemandStar; and

WHEREAS, Seventh, City prepared the RFQ, wherein it is provided the proposals are ranked on the following criteria: 1) qualifications of consultant's firm: years in business, office location and licenses; 2) consultant's financial ability to perform the services described in this RFQ; 3) qualification of consultant's project team; personnel used for the project, project manager, sub consultants, joint ventures, including their pertinent training, skill and experience; 4) firm's experience with providing similar professional services for government agencies with infrastructure that is similar in scope, size and complexity as City; 5) approach and methodology to the scope of services; and, 6) whether consultant is a certified minority business enterprise; and

WHEREAS, Eighth, a total of 72 sets of RFQ documents were obtained by potential proposers; and

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, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR TRAFFIC AND TRANSPORTATION ENGINEERING, RFQ NO. 2015-11, WITH CALVIN, GIORDANO & ASSOCIATES, INC., OF FORT LAUDERDALE, FLORIDA.

1 WHEREAS, Ninth, a total of 28 persons representing 19 potential bidders signed in and
2 participated at the Mandatory Pre-Bid Conference held on November 4, 2015, at 11:00 a.m. at
3 City's Community Center; and
4

5 WHEREAS, Tenth, on November 9, 2015, City issued Addendum #1; on November 12,
6 2015, City issued Addendum #2; and on November 18, 2015, City issued Addendum #3; and
7

8 WHEREAS, Eleventh, on November 24, 2015, the proposals were due and opened by City
9 and yielded proposals for the Traffic and Transportation Engineering portion of the RFQ from the
10 following six firms: The Corradino Group, Inc., of Fort Lauderdale, Florida; T.Y. Lin International, of
11 Coral Gables, Florida; Calvin, Giordano & Associates, Inc., of Fort Lauderdale, Florida; Marlin
12 Engineering, Inc., of Plantation, Florida; R.J. Behar & Company, Inc., of Pembroke Pines, Florida;
13 and CSA Central, Inc., of Miami, Florida; and
14

15 WHEREAS, Twelfth, a Selection Committee comprised of David E. Keller, Assistant City
16 Manager/CFO, Chair; Bryan Cahen, Director of Budget, member; Ryan Fernandes, Director of
17 Technology Services, member; and Denise Barrett-Miller, Director of Communications, alternate
18 member was established for the purpose of evaluating and recommending to the Assistant City
19 Manager/COO the selection of a firm for Continuing Professional Services for Traffic and
20 Transportation Engineering; and
21

22 WHEREAS, Thirteenth, on December 16, 2015, the Selection Committee met at a publicly
23 noticed meeting (with notice sent to all of the proposers) and determined that all six of the firms
24 were responsive and responsible, and ranked the firms in order of most qualified, being; Calvin,
25 Giordano & Associates, Inc., of Fort Lauderdale, Florida, number one; R.J. Behar & Company, Inc.,
26 of Pembroke Pines, Florida, number two; The Corradino Group, Inc. of Fort Lauderdale, Florida,
27 number three; a tie for fourth place, which, upon the drawing of lots, determined the fourth and
28 fifth places to Marlin Engineering, Inc. of Plantation, Florida, number four; T.Y. Lin, International, of
29 Coral Gables, Florida, number five; and CSA Central, Inc., of Miami, Florida, number six; and
30

31 WHEREAS, Fourteenth, on January 19, 2016, the City Commission adopted Resolution No.
32 2016-11, which accepted and ratified the ranking of the firms for Traffic and Transportation
33 Engineering and authorized the Assistant City Manager/COO to negotiate an Agreement with the
34 number one ranked firm, Calvin, Giordano & Associates, Inc. of Fort Lauderdale, Florida; and
35

36 WHEREAS, Fifteenth, City and Calvin, Giordano & Associates, Inc. of Fort Lauderdale,
37 Florida have successfully negotiated an agreement that sets forth the duties and obligations, and
38 desire to enter into an Agreement attached hereto as "Exhibit A".
39

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

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, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR TRAFFIC AND TRANSPORTATION ENGINEERING; RFQ NO. 2015-11, WITH CALVIN, GIORDANO & ASSOCIATES, INC., OF FORT LAUDERDALE, FLORIDA.

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

4
5 Section 2: The City Commission authorizes the Agreement for Continuing Professional Services for
6 Traffic and Transportation Engineering with Calvin, Giordano & Associates, Inc. of Fort Lauderdale,
7 Florida.

8
9 Section 4: The appropriate City officials are authorized to execute all necessary documents and to
10 take any necessary action to effectuate the intent of this Resolution.

11
12 Section 5: This Resolution shall take effect upon its adoption.

13
14 ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of
15 Indian Trace Development District, and as the governing board of Bonaventure Development
16 District, this 6th day of June 2016.

17
18
19
20 _____
21 Daniel J. Stermer, Mayor of the City of Weston
22 Chair of Indian Trace Development District
23 Chair of Bonaventure Development District

24 ATTEST:

25 _____
26 Patricia A. Bates, MMC, City Clerk

27
28 Approved as to form and legality
29 for the use of and reliance by the
30 City of Weston only:

31 _____
32 Jamie Alan Cole, City Attorney

33
Roll Call:
Commissioner Norton _____
Commissioner Feuer _____
Commissioner Kallman _____
Commissioner Gomez _____
Mayor Stermer _____



CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

**CONTINUING PROFESSIONAL SERVICES:
TRAFFIC AND TRANSPORTATION ENGINEERING**

AGREEMENT DOCUMENT

City of Weston RFQ No. 2015-11

CITY OF WESTON, FLORIDA

RFQ No. 2015-11

**CONTINUING PROFESSIONAL SERVICES:
TRAFFIC AND TRANSPORTATION ENGINEERING**

INDEX

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SECTION 4 CITY'S RESPONSIBILITIES

SECTION 5 COPYRIGHTS AND LICENSES/OWNERSHIP OF DOCUMENTS

SECTION 6 TERM, TERMINATION AND SUSPENSION

SECTION 7 COMPENSATION

SECTION 8 INDEMNIFICATION

SECTION 9 MISCELLANEOUS

AGREEMENT

AMONG

CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

AND

CALVIN, GIORDANO AND ASSOCIATES, INC.

FOR

CONTINUING PROFESSIONAL SERVICES:

TRAFFIC AND TRANSPORTATION ENGINEERING

RFQ NO. 2015-11

This Agreement is made and entered into the ____ day of _____, 2016 among City of Weston, a Florida municipal corporation, Indian Trace Development District, and Bonaventure Development District (collectively "CITY"), and **Calvin Giordano and Associates, Inc.** ("CONSULTANT") for Continuing Professional Services: Traffic and Transportation Engineering, ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, CITY, pursuant to Section 287.055, Florida Statutes, solicited proposals from proposers to perform Continuing Professional Services for Traffic and Transportation Engineering("Services"); and

WHEREAS, proposals were evaluated and ranked by a Selection Committee; and a recommendation was made to the Assistant City Manager/COO; and

WHEREAS, on January 19, 2016, CITY adopted Resolution No. 2016-11, which accepted and ratified the ranking of the firms for Continuing Professional Services: Traffic and Transportation Engineering and authorized the Assistant City Manager/COO to negotiate an Agreement with the number one ranked firm, Calvin Giordano and Associates, Inc.; and

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 1

GENERAL INFORMATION

This Agreement is based on the general information set forth herein and incorporates the Certificate of Insurance, attached hereto and made a part hereof as Exhibit A; and the Compensation Schedule, attached hereto and made a part hereof as Exhibit B.

- 1.1 Scope of Services.** CONSULTANT shall provide Continuing Professional Services for Traffic and Transportation Engineering for studies, planning, design, construction engineering and inspection of miscellaneous CITY projects relating to vehicular, pedestrian and bicycle traffic network and infrastructure.

CITY's Authorized Representative. The City Manager or his designee.

- 1.2 Term.** The term of this Agreement shall begin on July 1, 2016 and shall extend until March 31, 2021. After the initial term, this Agreement 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, and by amendment to this Agreement, prior to the expiration of the current term.
- 1.3** 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 CITY. CONSULTANT'S proposal for the scope of work shall further define the scope of work, project timing, fees, and reimbursables. CONSULTANT'S proposal, including schedule, detailed scope of work, fees, reimbursables, and sub-consultants will be approved, rejected, or negotiated by CITY.
- 1.4** CONSULTANT shall obtain a signed work authorization prior to commencement of Services. CITY shall not be responsible for payment for any work done without a signed work authorization.
- 1.5** If a work authorization is approved or not approved, 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 CONSULTANT shall provide the continuing professional services as set forth in this Agreement and Exhibits thereto.
- 2.2 CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by contractors practicing in the same or similar locality under the same or similar circumstances. CONSULTANT shall perform services as expeditiously as is consistent with such professional skill and care and orderly progress of a particular project (herein referred to as "the Project").
- 2.3 CONSULTANT shall identify a representative authorized to act on behalf of CONSULTANT with respect to the Project.
- 2.4 CONSULTANT shall maintain the following insurance for the duration of this Agreement, the cost of which shall be included in CONSULTANT'S compensation.

The policies of insurance shall be primary and written on forms acceptable to CITY and placed with insurance carriers 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 CITY. CITY must approve any changes to these specifications.

Professional liability – \$2,000,000 per occurrence

General liability – \$1,000,000 per occurrence; \$2,000,000 general aggregate

Automobile liability – \$1,000,000 per occurrence

Workers compensation – statutory

CITY shall be named as additional insured, as their interests may appear on policies for general liability and automobile liability. As respects general liability coverage, the additional insured status of CITY shall be maintained for the Project for not less than five (5) years following completion and acceptance by CITY or no more restrictive than Insurance Services Office (ISO) form CG 20 37 (07 04). Waiver of subrogation in favor of CITY is required on all policies except workers' compensation.

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

- 2.4.1** All policies required by this Agreement, with the exception of workers' compensation, or unless specific approval is given by CITY, are to be written on an occurrence basis, and shall name CITY as additional insured during this Agreement and for a minimum of five (5) years following the end of this Agreement which language should be included on CONSULTANT'S certificate of insurance. Insurer(s), with the exception of workers' compensation, shall agree to waive all rights of subrogation against CITY.
- 2.4.2** Insurance requirements itemized in this contract and required of CONSULTANT shall be provided on behalf of all sub-consultants to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- 2.4.3** Each insurance policy required by this Agreement shall:
- a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Not be suspended, voided or canceled by either party except after thirty (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 for workers' compensation notice shall be 10 days.
- 2.4.4** CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
- 2.4.5** The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement.
- 2.4.6** CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
- 2.4.7** Certificates of insurance evidencing claims made or occurrence form coverage and conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326, prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by CITY before CONSULTANT will be allowed to commence or continue work. All insurance carriers must have their corresponding AM Best carrier identification listed on the certificate of insurance.

2.4.8 Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement, shall be provided to CONSULTANT'S/Sub-Contractor's insurance company and CITY'S Risk Manager as soon as practicable after notice to the insured.

2.4.9 The insurance required for this Agreement shall be written for not less than limits of liability specified in the Project manual or required by law, whichever coverage is greater. CONSULTANT shall furnish information concerning reduction of coverage with reasonable promptness in accordance with CONSULTANT'S information and belief.

2.5 Errors and Omissions

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 CITY for five years after the date of acceptance of the Services by 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 CITY for work performed does not constitute a waiver of this provision.

2.6 CONSULTANT'S Basic Services

CONSULTANT agrees to provide complete Continuing Professional Services for Traffic and Transportation Engineering 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 all times to ensure its performance as specified in this Agreement.

When submitting documents to CITY, CONSULTANT shall also submit, and costs shall provide for, three (3) hard copies and documents in an electronic format in Microsoft Word and Excel, Adobe 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 CITY for the Project. CONSULTANT shall furnish, comprehensive professional services for the Project 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 CITY if described in requests for quotations. After consultation with CITY, recommend to CITY those solutions which, in CONSULTANT'S professional judgment, best meet CITY'S requirements for the Project, including recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds.
- 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, CONSULTANT shall update its documentation, at no additional cost to 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 CONSULTANT, services under the Study and Report Phase will be considered complete when the study or report has been accepted by CITY as complete, which acceptance will not be unreasonably withheld.

2.6.2 Preliminary Design Phase

- a. On the basis of selection by 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 CITY, to reflect this reduced scope.
- c. Furnish preliminary design documents to and review them with 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 CONSULTANT, services under the Preliminary Design Phase will be considered complete when the preliminary design documents have been accepted by CITY as complete.

2.6.3 Final Design/Construction Documents Phase

- a. If the Project involves construction or demolition, 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 civil, environmental, structural, mechanical, electrical, site, and other work, and the necessary bidding information, general conditions, supplementary conditions and proposal forms. CONSULTANT shall submit to 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 CONSULTANT can prepare and deliver to CITY the record drawings in the form required by CITY.
- c. Prior to final approval of the construction documents by CITY, 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 CITY, and shall assist in obtaining any such applicable certifications of permit approval by such authorities prior to approval by CITY of the final set and printing of the construction documents. CONSULTANT shall promptly advise CITY of any substantial increases in costs set forth in the statement of probable construction cost that in the opinion of 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 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, CONSULTANT shall redesign with no additional cost to CITY.
- g. Designing to construction cost limit - If a construction cost limit is established by CITY, such construction cost limit will be set forth in the work authorization to CONSULTANT. The written acceptance by 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. CONSULTANT shall signify its responsibility for the Construction documents prepared pursuant to the Project by affixing its signature, date and seal thereto as required by Chapters 471 and 481, Florida Statutes.
- i. When submitting documents to CITY, CONSULTANT shall also submit, and costs shall provide for, three (3) hard copies and documents in an electronic format in Microsoft Word and Excel, Adobe PDF, and AutoCAD latest versions.
- j. CONSULTANT'S services under the Final Design/Construction Documents Phase will be considered complete when the bid documents are delivered to and accepted by CITY, and finally complete when the CADD drawings in AutoCAD DXF format are delivered to and accepted by CITY.

2.6.4 Bidding or Negotiating Phase

- a. CONSULTANT shall attend all pre-bid conferences and prepare and distribute minutes.
- b. 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 a 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 CITY.
- e. Should the lowest responsible, responsive bid exceed CONSULTANT'S statement of probable construction cost by 10% or more, CONSULTANT shall, at 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/Construction Documents 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 20-city average Construction Cost Index from the date of completion of the Final Design/Construction Documents Phase and the date on which proposals or bids are sought, as published monthly in "Engineering News-Record".
- g. For the purpose of payment to CONSULTANT, the Bidding or Negotiating Phase will terminate and the services of CONSULTANT for this phase will be considered complete upon signing of a contract for a construction project, or cancellation of a construction project by CITY. Rejection of bids by CITY does not constitute cancellation of a construction 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, CONSULTANT shall make recommendations to CITY on all claims of CITY and the contractor regarding interpretation of the construction documents, and on all other matters relating to the execution and progress of the work. 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, and approve progress payments to the contractor based on the schedule of values and percent of completion of work.
- b.** 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 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, 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.** CONSULTANT shall conduct a pre-construction meeting among CONSULTANT, CITY, contractor, and utility companies; and prepare and distribute minutes of the meeting.

- e. CONSULTANT shall make inspections of the Work based on the type and frequency defined in the scope of work on which contractor 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 CITY with a written report of each inspection in order to inform CITY of the progress of the work. CONSULTANT shall endeavor to guard CITY against defects and deficiencies in the work of contractors, and make written recommendation to CITY that work fails to conform to the construction documents. Based on such inspections, and the applications for payment, CONSULTANT will recommend the amount owed, and will issue certificates for payment in such amount. These certifications will constitute a representation to 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, CONSULTANT will also represent to CITY that, to the best of CONSULTANT'S knowledge, information, and belief, based on what CONSULTANT'S inspections have revealed, the work is in accordance with the construction documents. CONSULTANT 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. CONSULTANT shall revise the construction drawings and submit record drawings or corrected CADD drawings to CITY to show those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by contractor.
- g. The CONSULTANT shall attend regularly scheduled progress meetings on site, and prepare and distribute minutes.
- h. CONSULTANT shall prepare construction change orders for CITY'S approval. CONSULTANT shall not authorize any changes in services or time, no matter how minor, without prior written approval from CITY.
- i. Should CONSULTANT approve progress payments to contractor in excess of the value of the work performed, and a default occurs leaving insufficient funds to complete the work, CONSULTANT shall reimburse 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 CITY'S and Building Official's inspection and approval, 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 construction 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 contractor or for safety precautions and programs incident to the work of the contractor

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SECTION 3

ADDITIONAL SERVICES

- 3.1** If it should become necessary for CITY to request CONSULTANT to render any additional services to either supplement the Services described in this Agreement or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be based on hourly billing rates or a lump sum as mutually agreed upon between CONSULTANT and CITY, and as set forth in Exhibit B. CITY shall identify a representative authorized to act on CITY's behalf with respect to the Work.

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SECTION 4

CITY'S RESPONSIBILITIES

- 4.1** CITY shall identify a representative authorized to act on CITY's behalf with respect to this Agreement and all Projects.
- 4.2** CITY shall assist CONSULTANT by placing at its disposal all available information for all Projects, whenever reasonably possible.
- 4.3** CITY shall provide CONSULTANT access to the Project site prior to commencement of the work and CITY shall obligate the contractor to provide CONSULTANT access to the Project site whenever it is in preparation or progress, whenever reasonably possible.
- 4.4** CITY shall reimburse CONSULTANT for applicable permit application fees.

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SECTION 5

COPYRIGHTS AND LICENSES

OWNERSHIP OF DOCUMENTS

- 5.1** 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.
- 5.2** 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.

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SECTION 6

TERM, TERMINATION AND SUSPENSION

- 6.1 Term.** As stated under Section 1.2 of this Agreement.
- 6.2 Termination for Convenience.** This Agreement may be terminated by CITY for convenience upon ten (10) calendar days' written notice to CONSULTANT. In the event of such termination, any services performed by CONSULTANT under this Agreement shall, at the option of CITY, become CITY'S property, and CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of CITY up through the date of termination. Under no circumstances shall CITY make payment for services that have not been performed.
- 6.3 Termination for Cause.** This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminated by CITY, CONSULTANT shall indemnify CITY against loss pertaining to this termination. In the event that CONSULTANT is terminated by CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2, and the provisions of Section 6.2 shall apply.
- 6.4** In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date this Agreement is terminated; however, 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.
- 6.5** In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 5 of this Agreement. In no event shall CITY be liable to CONSULTANT for any additional compensation, other than provided herein, or for any consequential or incidental damages.

- 6.6 Suspension.** CITY may suspend the Project at any time and for any reason, immediately, and without advanced notice. If CITY suspends the Project, CONSULTANT shall be compensated for the services performed prior to the notice of suspension, up through the date of such suspension, provided that such services are performed to the satisfaction of CITY. Under no circumstances shall CITY make payment for services that have not been performed. In no event shall CITY be liable to CONSULTANT for any additional compensation, other than provided herein, or for any consequential or incidental damages. CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. When the Project is resumed, CONSULTANT'S time schedule shall be equitably adjusted and agreed to in writing by both parties.
- 6.7** City Manager may terminate this Agreement, or suspend the work, immediately, and without advanced notice, if deemed necessary to protect the public health, safety or welfare.
- 6.8** Notice of termination or suspension shall be provided in accordance with Section 9.6 Notices of this Agreement, except that notice of termination or suspension by City Manager which 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 9.6 Notices of this Agreement.

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SECTION 7

COMPENSATION

- 7.1** The amount of compensation payable by CITY to CONSULTANT shall be based upon the prices as set forth in Exhibit B 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 Section 1.1 Scope of Services.
- 7.2** The hourly billing rates for services of CONSULTANT, and CONSULTANT'S consultants if any, are set forth in Exhibit B. Beginning on October 1, 2017 and each October 1st thereafter, CONSULTANT shall receive an annual adjustment in the rates and fees. The adjustment shall be based on the annual change in the February Consumer Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area, 1982-84=100, Series ID:CUURA320SAO, CUUSA320SAO, 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.
- 7.3** 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, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- 7.4** Approved reimbursable expenses shall be paid to CONSULTANT at exact cost, and upon proof of payment by CONSULTANT if requested by CITY. Anticipated reimbursable expenses shall be included with CONSULTANT'S original fee proposal. No claim for reimbursement for the following expenses shall be made to CITY:
- a. All travel and vehicle expenses within Miami-Dade, Broward and Palm Beach Counties.
 - b. Three sets of signed and sealed permitting plans.
 - c. Computer usage, telephone expenses, postage.

- 7.5 Notwithstanding any provision of this Agreement to the contrary, City Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- 7.6 Payment shall be made to CONSULTANT in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, card, funds transfer or other method as determined by CITY in its sole discretion.
- 7.7 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 for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.
- 7.8 If it should become necessary for CITY to request CONSULTANT to render any additional services to either supplement the services described in this Agreement 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 by mutual agreement of both parties and negotiated as to price.
- 7.9 Records of expenses pertaining to additional services, and services performed on the basis of hourly rates shall be available to CITY within 48 hours of CITY'S request.
- 7.10 Additional services furnished by CONSULTANT or CONSULTANT'S consultants shall be based on hourly billing rates or a lump sum as mutually agreed upon between CONSULTANT and CITY, and as set forth in Exhibit B.

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SECTION 8

INDEMNIFICATION

- 8.1** CONSULTANT shall indemnify and hold harmless 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 CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of the services under this Agreement.
- 8.2** 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.
- 8.3** The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to 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.

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SECTION 9

MISCELLANEOUS

- 9.1 Audit and Inspection Rights and Retention of Records.** 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.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONSULTANT is notified in writing by CITY of the need to extend the retention period. Such retention of such records and documents shall be at CONSULTANT'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by 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.

In addition, CONSULTANT shall respond to the reasonable inquiries of successor consultants and allow successor consultants to receive working papers relating to matters of continuing significance.

In addition, CONSULTANT shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with this Agreement for CONSULTANT'S services.

- 9.2 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.

- 9.3 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 contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for an act defined by Section 287.133, Florida Statutes, as a "public entity crime" may not submit a bid on a 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 contractor, supplier, subcontractor, 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.
- 9.4 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 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.
- 9.5 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.
- 9.6 Notices.** Whenever either party desires to give notice to the other, such notice must 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: John R. Flint, City Manager/CEO
City of Weston
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: Chris Giordano
Calvin, Giordano and Associates, Inc.
1800 Eller Drive,
Suite 600
Fort Lauderdale, Florida 33316

- 9.7 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONSULTANT, except with the prior approval of 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 City Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in this Agreement. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in this Agreement, a list of such subcontractors shall be provided to 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 this Agreement 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.

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

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONSULTANT or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

- 9.9 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 this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 9.10 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.
- 9.11 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.
- 9.12 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.
- 9.13 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.

- 9.14 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 Sections 1 through 9 of this Agreement shall prevail and be given effect.
- 9.15 Applicable Law and Venue; Attorney's 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 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.
- 9.16 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.
- 9.17 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 9.16 Amendments above.
- 9.18 Drug-Free Workplace.** CONSULTANT shall maintain a drug-free workplace.
- 9.19 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.
- 9.20 Multiple Originals.** This Agreement may be fully executed in five (5) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 9.21 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

9.22 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.

9.23 Public Records. CONSULTANT shall comply with the public records laws as follows:

- a. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that CITY would provide the records and 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.
- d. Meet all requirements for retaining public records and transfer, at no cost, to CITY all public records in possession of CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the information technology systems of CITY.

If CONSULTANT does not comply with a public records request, CITY shall enforce the contract provisions in accordance with this Agreement.

9.24 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.

9.25 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 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.

9.26 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 CITY, upon written notice to CONSULTANT of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.

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

9.28 Default.

9.28.1 An event of default shall mean a breach of this Agreement by 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:

- a. CONSULTANT has not performed services on a timely basis;
- b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- c. CONSULTANT has become insolvent or has assigned the proceeds received for the benefit of CONSULTANT'S creditors, or CONSULTANT has taken advantage of any insolvency statute or debtor/creditor law or if CONSULTANT'S affairs have been put in the hands of a receiver;
- d. CONSULTANT has failed to obtain the approval of CITY where required by this Agreement;
- e. 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.

9.28.2 In the event CONSULTANT fails to comply with the provisions of this Agreement, CITY may declare CONSULTANT in default, notify CONSULTANT in writing, and give 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 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, CONSULTANT shall return these sums to CITY within ten (10) days after notice that these sums are due. Nothing in this Section shall limit CITY'S right to terminate, at any time, pursuant to this Agreement.

9.28.3 In an event of default, CONSULTANT shall be liable for all damages resulting from the default, including but not limited to:

- a. Lost funding, and
- b. The difference between the cost associated with procuring services and the amount actually expended by CITY, including procurement and administrative costs.
- c. 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 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. 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 CITY in law or in equity.

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT AND CALVIN, GIORDANO AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES: TRAFFIC AND TRANSPORTATION RFQ NO. 2015-11

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 _____, 2016; and Calvin, Giordano and Associates, Inc. authorized to execute same, through its President.

**CITY OF WESTON, through its City Commission
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT**

ATTEST:

By: _____
Daniel J. Stermer, Mayor

Patricia A. Bates, MMC, City Clerk

_____ day of _____, 2016

By: _____
John R. Flint, City Manager

_____ day of _____, 2016

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

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

_____ day of _____, 2016

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT AND CALVIN, GIORDANO AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES: TRAFFIC AND TRANSPORTATION RFQ NO. 2015-11

WITNESSES:

CONSULTANT, Calvin, Giordano and Associates, Inc.

By: _____
Dennis J. Giordano, President

Print Name

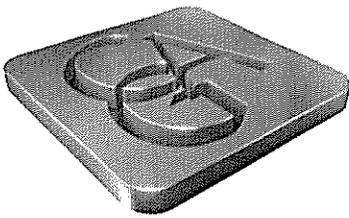
_____ day of _____, 2016

(CORPORATE SEAL)

Print Name

EXHIBIT "A"
CERTIFICATE OF INSURANCE

EXHIBIT "B"
COMPENSATION SCHEDULE



**CITY OF WESTON
PROFESSIONAL FEE SCHEDULE**

TRAFFIC ENGINEERING

Building Code Services	Associate, Engineering (VI)	206.28
Coastal Engineering		
Code Enforcement	Director, Engineering (V)	194.71
Construction Engineering and Inspection	Project Manager (IV)	180.64
Construction Services		
Contract Government	Project Engineer (III)	154.72
Data Technologies and Development	Engineer (II)	129.08
Emergency Management Services	Jr. Engineer (I)	122.52
Engineering		
Environmental Services	Senior CADD Technician Manager	141.90
Facilities Management	CADD Technician	115.96
Indoor Air Quality		
Landscape Architecture	Traffic Technician	109.70
Municipal Engineering		
Planning	Permit Administrator	109.70
Public Administration		
Redevelopment and Urban Design	Clerical	90.32
Surveying and Mapping		
Traffic Engineering		
Transportation Planning		

GSA Contract Holder

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

C



AGENDA ITEM SUMMARY

MEETING DATE: June 6, 2016

AGENDA ITEM NO.: 11-C

FOR:						
<input checked="" type="checkbox"/> City of Weston <input checked="" type="checkbox"/> Indian Trace Development District <input checked="" type="checkbox"/> Bonaventure Development District						
TITLE:						
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, authorizing the execution of an Agreement for Continuing Professional Services for General Civil Engineering, RFQ No. 2015-11, with Calvin, Giordano & Associates, Inc., of Fort Lauderdale, Florida.						
SUMMARY EXPLANATION & BACKGROUND:						
Authorizing the execution of an agreement for Continuing Professional Services for General Civil Engineering with the Number One ranked firm, Calvin, Giordano & Associates, Inc., of Fort Lauderdale, Florida.						
REQUESTED ACTION:						
Approval.						
EXHIBITS (LIST): Resolution						
PREPARED BY:				PETITIONER/REPRESENTATIVE:		
Darrel Thomas, Assistant City Manager/COO				Not Applicable		
RECOMMENDED FOR CONSIDERATION BY:				FUNDING SOURCE:		
John R. Flint, City Manager David E. Keller, Assistant City Manager/CFO				City's General Fund, Community Development, ITDD Water Management Fund; and BDD Water Management Fund		
VOTING REQUIRED FOR PASSAGE:						
<input checked="" type="checkbox"/> Majority <input type="checkbox"/> Majority Plus One <input type="checkbox"/> Unanimous						
COMMISSION ACTION:						
	M	2	Y	N	Approved as presented	
Commissioner Norton					Approved as amended	
Commissioner Feuer					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Gomez					Deferred to	
Mayor Stermer					To deny	

Notes:

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2016-____**

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, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR GENERAL CIVIL ENGINEERING, RFQ NO. 2015-11, WITH CALVIN, GIORDANO & ASSOCIATES, INC., OF FORT LAUDERDALE, FLORIDA.

WHEREAS, First, Indian Trace Development District and Bonaventure Development District are dependent special districts of the City of Weston ("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 of Weston serves as the governing board of Indian Trace Development District and the governing board of Bonaventure Development District; and

WHEREAS, Third, funding for general civil engineering is included in City's General Fund, Community Development, and in Indian Trace Development District Water Management Fund, and in Bonaventure Development District Water Management Fund; and

WHEREAS, Fourth, Section 287.055, Florida Statutes, governs the process for procurement of such services; and

WHEREAS, Fifth, Chapter 32 of City Code governs the acquisition of goods and services and disposal of City property, including Request for Qualifications for Continuing Professional Services for General Civil Engineering Services, RFQ No. 2015-11 (the "RFQ"); and

WHEREAS, Sixth, in compliance with Chapter 32 of City Code, beginning on October 23, 2015, the RFQ was issued and advertised in the Sun-Sentinel, on City's website, and posted on the Public Notices board in City Hall lobby, and proposal documents made available for electronic download from Onvia DemandStar; and

WHEREAS, Seventh, City prepared the RFQ, wherein it is provided the proposals are ranked on the following criteria: 1) qualifications of consultant's firm: years in business, office location and licenses; 2) consultant's financial ability to perform the services described in this RFQ; 3) qualification of consultant's project team; personnel used for the project, project manager, sub consultants, joint ventures, including their pertinent training, skill and experience; 4) firm's experience with providing similar professional services for government agencies with infrastructure that is similar in scope, size and complexity as City; 5) approach and methodology to the scope of services; and, 6) whether consultant is a certified minority business enterprise; and

WHEREAS, Eighth, a total of 72 sets of RFQ documents were obtained by potential proposers; and

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, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR GENERAL CIVIL ENGINEERING, RFQ NO. 2015-11, WITH CALVIN, GIORDANO & ASSOCIATES, INC. OF FORT LAUDERDALE, FLORIDA.

1
2 WHEREAS, Ninth, a total of 28 persons representing 19 potential bidders signed in and
3 participated at the Mandatory Pre-Bid Conference held on November 4, 2015, at 11:00 a.m. at
4 City's Community Center; and

5
6 WHEREAS, Tenth, on November 9, 2015, City issued Addendum #1; on November 12,
7 2015, City issued Addendum #2; and on November 18, 2015, City issued Addendum #3; and

8
9 WHEREAS, Eleventh, on November 24, 2015, the proposals were due and opened by
10 the City and yielded proposals for the General Civil Engineering portion of the RFQ from the
11 following eight firms: CES Consultants, Inc., of Miami Lakes, Florida; The Corradino Group, Inc.,
12 of Fort Lauderdale, Florida; Craven Thompson & Associates, Inc., of Fort Lauderdale, Florida;
13 T.Y. Lin International, of Coral Gables, Florida; Calvin, Giordano & Associates, Inc., of Fort
14 Lauderdale, Florida; R.J. Behar & Company of Pembroke Pines, Florida; Keith & Associates, Inc.
15 of Pompano Beach, Florida; and CSA Central, Inc., of Miami, Florida; and

16
17 WHEREAS, Twelfth, a Selection Committee comprised of David E. Keller, Assistant City
18 Manager/CFO, Chair; Bryan Cahen, Director of Budget, member; Ryan Fernandes, Director of
19 Technology Services, member; and Denise Barrett-Miller, Director of Communications, alternate
20 member was established for the purpose of evaluating and recommending to the Assistant City
21 Manager/COO the selection of a firm for Continuing Professional Services for General Civil
22 Engineering; and

23
24 WHEREAS, Thirteenth, on January 19, 2016, the Selection Committee met at a publicly
25 noticed meeting (with notice sent to all of the proposers) and determined that all eight of the firms
26 were responsive and responsible, and ranked the firms in order of most qualified, being; Calvin,
27 Giordano & Associates, Inc., of Fort Lauderdale, Florida, number one; Craven Thompson &
28 Associates, Inc., of Fort Lauderdale, Florida, number two; R. J. Behar & Company of Pembroke
29 Pines, Florida, number three; T.Y. Lin International, of Coral Gables, Florida, number four; a tie for
30 fifth place, which, upon the drawing of lots, determined the fifth and sixth places to Keith &
31 Associates, Inc., of Pompano Beach, Florida, number five; and CSA Central, Inc., of Miami, Florida,
32 number six; a tie for seventh place, which, upon the drawing of lots, determined the seventh and
33 eighth places to The Corradino Group, Inc., of Fort Lauderdale, Florida, number seven; and CES
34 Consultants, Inc., of Miami Lakes, Florida, number eight; and

35
36 WHEREAS, Fourteenth, on February 1, 2016, City adopted Resolution No. 2016-16, which
37 accepted and ratified the ranking of the firms for General Civil Engineering and authorized the
38 Assistant City Manager/COO to negotiate an Agreement with the number one ranked firm, Calvin,
39 Giordano & Associates, Inc. of Fort Lauderdale, Florida; and

40
41 WHEREAS, Fifteenth, City and Calvin, Giordano & Associates, Inc. of Fort Lauderdale,
42 Florida have successfully negotiated an agreement that sets forth the duties and obligations, and
43 desire to enter into an Agreement attached hereto as "Exhibit A".

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, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR GENERAL CIVIL ENGINEERING, RFQ NO. 2015-11, WITH CALVIN, GIORDANO & ASSOCIATES, INC. OF FORT LAUDERDALE, FLORIDA.

1
2 NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and
3 as the governing board of Indian Trace Development District, and as the governing board of
4 Bonaventure Development District:

5
6 Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by
7 reference herein.

8
9 Section 2: The City Commission authorizes the Agreement for Continuing Professional Services for
10 General Civil Engineering with Calvin, Giordano & Associates, Inc. of Fort Lauderdale, Florida.

11
12 Section 4: The appropriate City officials are authorized to execute all necessary documents and to
13 take any necessary action to effectuate the intent of this Resolution.

14
15 Section 5: This Resolution shall take effect upon its adoption.

16
17 ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of
18 Indian Trace Development District, and as the governing board of Bonaventure Development
19 District, this 6th day of June 2016.

20
21
22
23 _____
24 Daniel J. Stermer, Mayor of the City of Weston
25 Chair of Indian Trace Development District
26 Chair of Bonaventure Development District

27 ATTEST:

28
29 _____
30 Patricia A. Bates, MMC, City Clerk

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

34
35 _____
36 Jamie Alan Cole, City Attorney

Roll Call:
Commissioner Norton _____
Commissioner Feuer _____
Commissioner Kallman _____
Commissioner Gomez _____
Mayor Stermer _____



CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

**CONTINUING PROFESSIONAL SERVICES:
GENERAL CIVIL ENGINEERING**

AGREEMENT DOCUMENT

City of Weston RFQ No. 2015-11

CITY OF WESTON, FLORIDA

RFQ No. 2015-11

**CONTINUING PROFESSIONAL SERVICES:
GENERAL CIVIL ENGINEERING**

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AGREEMENT
AMONG
CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT
AND
CALVIN, GIORDANO AND ASSOCIATES, INC.
FOR
CONTINUING PROFESSIONAL SERVICES:
GENERAL CIVIL ENGINEERING
RFQ NO. 2015-11

This Agreement is made and entered into the ____ day of _____, 2016 among City of Weston, a Florida municipal corporation, Indian Trace Development District, and Bonaventure Development District (collectively "CITY"), and **Calvin Giordano and Associates, Inc.** ("CONSULTANT") for Continuing Professional Services: General Civil Engineering, ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, CITY, pursuant to Section 287.055, Florida Statutes, solicited proposals from proposers to perform Continuing Professional Services for General Civil Engineering("Services"); and

WHEREAS, proposals were evaluated and ranked by a Selection Committee; and a recommendation was made to the Assistant City Manager/COO; and

WHEREAS, on February 1, 2016, CITY adopted Resolution No. 2016-16, which accepted and ratified the ranking of the firms for Continuing Professional Services: General Civil Engineering and authorized the Assistant City Manager/COO to negotiate an Agreement with the number one ranked firm, Calvin Giordano and Associates, Inc.; and

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 1

GENERAL INFORMATION

This Agreement is based on the general information set forth herein and incorporates the Certificate of Insurance, attached hereto and made a part hereof as Exhibit A; and the Compensation Schedule, attached hereto and made a part hereof as Exhibit B.

- 1.1 Scope of Services.** CONSULTANT shall provide Continuing Professional Services for General Civil Engineering for studies, planning, design, construction engineering and inspection of miscellaneous engineering projects to include but not limited to projects in the following areas: water distribution infrastructure; wastewater collection infrastructure; park improvements; irrigation; electrical engineering; landscape architecture and other miscellaneous civil engineering related projects.

CITY's Authorized Representative. The City Manager or his designee.

- 1.2 Term.** The term of this Agreement shall begin on July 1, 2016 and shall extend until March 31, 2021. After the initial term, this Agreement 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, and by amendment to this Agreement, prior to the expiration of the current term.
- 1.3** 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 CITY. CONSULTANT'S proposal for the scope of work shall further define the scope of work, project timing, fees, and reimbursables. CONSULTANT'S proposal, including schedule, detailed scope of work, fees, reimbursables, and sub-consultants will be approved, rejected, or negotiated by CITY.
- 1.4** CONSULTANT shall obtain a signed work authorization prior to commencement of Services. CITY shall not be responsible for payment for any work done without a signed work authorization.
- 1.5** If a work authorization is approved or not approved, 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 CONSULTANT shall provide the continuing professional services as set forth in this Agreement and Exhibits thereto.
- 2.2 CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by contractors practicing in the same or similar locality under the same or similar circumstances. CONSULTANT shall perform services as expeditiously as is consistent with such professional skill and care and orderly progress of a particular project (herein referred to as "the Project").
- 2.3 CONSULTANT shall identify a representative authorized to act on behalf of CONSULTANT with respect to the Project.
- 2.4 CONSULTANT shall maintain the following insurance for the duration of this Agreement, the cost of which shall be included in CONSULTANT'S compensation.

The policies of insurance shall be primary and written on forms acceptable to CITY and placed with insurance carriers 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 CITY. CITY must approve any changes to these specifications.

Professional liability – \$2,000,000 per occurrence

General liability – \$1,000,000 per occurrence; \$2,000,000 general aggregate

Automobile liability – \$1,000,000 per occurrence

Workers compensation – statutory

CITY shall be named as additional insured, as their interests may appear on policies for general liability and automobile liability. As respects general liability coverage, the additional insured status of CITY shall be maintained for the Project for not less than five (5) years following completion and acceptance by CITY or no more restrictive than Insurance Services Office (ISO) form CG 20 37 (07 04). Waiver of subrogation in favor of CITY is required on all policies except workers' compensation.

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

- 2.4.1** All policies required by this Agreement, with the exception of workers' compensation, or unless specific approval is given by CITY, are to be written on an occurrence basis, and shall name CITY as additional insured during this Agreement and for a minimum of five (5) years following the end of this Agreement which language should be included on CONSULTANT'S certificate of insurance. Insurer(s), with the exception of workers' compensation, shall agree to waive all rights of subrogation against CITY.
- 2.4.2** Insurance requirements itemized in this contract and required of CONSULTANT shall be provided on behalf of all sub-consultants to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- 2.4.3** Each insurance policy required by this Agreement shall:
- a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Not be suspended, voided or canceled by either party except after thirty (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 for workers' compensation notice shall be 10 days.
- 2.4.4** CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
- 2.4.5** The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement.
- 2.4.6** CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
- 2.4.7** Certificates of insurance evidencing claims made or occurrence form coverage and conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326, prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by CITY before CONSULTANT will be allowed to commence or continue work. All insurance carriers must have their corresponding AM Best carrier identification listed on the certificate of insurance.

2.4.8 Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement, shall be provided to CONSULTANT'S/Sub-Contractor's insurance company and CITY'S Risk Manager as soon as practicable after notice to the insured.

2.4.9 The insurance required for this Agreement shall be written for not less than limits of liability specified in the Project manual or required by law, whichever coverage is greater. CONSULTANT shall furnish information concerning reduction of coverage with reasonable promptness in accordance with CONSULTANT'S information and belief.

2.5 Errors and Omissions

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 CITY for five years after the date of acceptance of the Services by 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 CITY for work performed does not constitute a waiver of this provision.

2.6 CONSULTANT'S Basic Services

CONSULTANT agrees to provide complete Continuing Professional Services for General Civil Engineering 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 all times to ensure its performance as specified in this Agreement.

When submitting documents to CITY, CONSULTANT shall also submit, and costs shall provide for, three (3) hard copies and documents in an electronic format in Microsoft Word and Excel, Adobe 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 CITY for the Project. CONSULTANT shall furnish, comprehensive professional services for the Project 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 CITY if described in requests for quotations. After consultation with CITY, recommend to CITY those solutions which, in CONSULTANT'S professional judgment, best meet CITY'S requirements for the Project, including recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds.
- 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, CONSULTANT shall update its documentation, at no additional cost to 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 CONSULTANT, services under the Study and Report Phase will be considered complete when the study or report has been accepted by CITY as complete, which acceptance will not be unreasonably withheld.

2.6.2 Preliminary Design Phase

- a. On the basis of selection by 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 CITY, to reflect this reduced scope.
- c. Furnish preliminary design documents to and review them with 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 CONSULTANT, services under the Preliminary Design Phase will be considered complete when the preliminary design documents have been accepted by CITY as complete.

2.6.3 Final Design/Construction Documents Phase

- a. If the Project involves construction or demolition, 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 civil, environmental, structural, mechanical, electrical, site, and other work, and the necessary bidding information, general conditions, supplementary conditions and proposal forms. CONSULTANT shall submit to 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 CONSULTANT can prepare and deliver to CITY the record drawings in the form required by CITY.
- c. Prior to final approval of the construction documents by CITY, 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 CITY, and shall assist in obtaining any such applicable certifications of permit approval by such authorities prior to approval by CITY of the final set and printing of the construction documents. CONSULTANT shall promptly advise CITY of any substantial increases in costs set forth in the statement of probable construction cost that in the opinion of 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 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, CONSULTANT shall redesign with no additional cost to CITY.
- g. Designing to construction cost limit - If a construction cost limit is established by CITY, such construction cost limit will be set forth in the work authorization to CONSULTANT. The written acceptance by 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. CONSULTANT shall signify its responsibility for the Construction documents prepared pursuant to the Project by affixing its signature, date and seal thereto as required by Chapters 471 and 481, Florida Statutes.
- i. When submitting documents to CITY, CONSULTANT shall also submit, and costs shall provide for, three (3) hard copies and documents in an electronic format in Microsoft Word and Excel, Adobe PDF, and AutoCAD latest versions.
- j. CONSULTANT'S services under the Final Design/Construction Documents Phase will be considered complete when the bid documents are delivered to and accepted by CITY, and finally complete when the CADD drawings in AutoCAD DXF format are delivered to and accepted by CITY.

2.6.4 Bidding or Negotiating Phase

- a. CONSULTANT shall attend all pre-bid conferences and prepare and distribute minutes.
- b. 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 a 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 CITY.
- e. Should the lowest responsible, responsive bid exceed CONSULTANT'S statement of probable construction cost by 10% or more, CONSULTANT shall, at 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/Construction Documents 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 20-city average Construction Cost Index from the date of completion of the Final Design/Construction Documents Phase and the date on which proposals or bids are sought, as published monthly in "Engineering News-Record".
- g. For the purpose of payment to CONSULTANT, the Bidding or Negotiating Phase will terminate and the services of CONSULTANT for this phase will be considered complete upon signing of a contract for a construction project, or cancellation of a construction project by CITY. Rejection of bids by CITY does not constitute cancellation of a construction 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, CONSULTANT shall make recommendations to CITY on all claims of CITY and the contractor regarding interpretation of the construction documents, and on all other matters relating to the execution and progress of the work. 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, and approve progress payments to the contractor based on the schedule of values and percent of completion of work.
- b. 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 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, 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. CONSULTANT shall conduct a pre-construction meeting among CONSULTANT, CITY, contractor, and utility companies; and prepare and distribute minutes of the meeting.

- e. CONSULTANT shall make inspections of the Work based on the type and frequency defined in the scope of work on which contractor 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 CITY with a written report of each inspection in order to inform CITY of the progress of the work. CONSULTANT shall endeavor to guard CITY against defects and deficiencies in the work of contractors, and make written recommendation to CITY that work fails to conform to the construction documents. Based on such inspections, and the applications for payment, CONSULTANT will recommend the amount owed, and will issue certificates for payment in such amount. These certifications will constitute a representation to 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, CONSULTANT will also represent to CITY that, to the best of CONSULTANT'S knowledge, information, and belief, based on what CONSULTANT'S inspections have revealed, the work is in accordance with the construction documents. CONSULTANT 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. CONSULTANT shall revise the construction drawings and submit record drawings or corrected CADD drawings to CITY to show those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by contractor.
- g. The CONSULTANT shall attend regularly scheduled progress meetings on site, and prepare and distribute minutes.
- h. CONSULTANT shall prepare construction change orders for CITY'S approval. CONSULTANT shall not authorize any changes in services or time, no matter how minor, without prior written approval from CITY.
- i. Should CONSULTANT approve progress payments to contractor in excess of the value of the work performed, and a default occurs leaving insufficient funds to complete the work, CONSULTANT shall reimburse 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 CITY'S and Building Official's inspection and approval, 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 construction 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 contractor or for safety precautions and programs incident to the work of the contractor

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SECTION 3

ADDITIONAL SERVICES

- 3.1** If it should become necessary for CITY to request CONSULTANT to render any additional services to either supplement the Services described in this Agreement or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be based on hourly billing rates or a lump sum as mutually agreed upon between CONSULTANT and CITY, and as set forth in Exhibit B. CITY shall identify a representative authorized to act on CITY's behalf with respect to the Work.

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SECTION 4

CITY'S RESPONSIBILITIES

- 4.1 CITY shall identify a representative authorized to act on CITY's behalf with respect to this Agreement and all Projects.
- 4.2 CITY shall assist CONSULTANT by placing at its disposal all available information for all Projects, whenever reasonably possible.
- 4.3 CITY shall provide CONSULTANT access to the Project site prior to commencement of the work and CITY shall obligate the contractor to provide CONSULTANT access to the Project site whenever it is in preparation or progress, whenever reasonably possible.
- 4.4 CITY shall reimburse CONSULTANT for applicable permit application fees.

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SECTION 5

COPYRIGHTS AND LICENSES

OWNERSHIP OF DOCUMENTS

- 5.1** 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.
- 5.2** 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.

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SECTION 6

TERM, TERMINATION AND SUSPENSION

- 6.1 Term.** As stated under Section 1.2 of this Agreement.
- 6.2 Termination for Convenience.** This Agreement may be terminated by CITY for convenience upon ten (10) calendar days' written notice to CONSULTANT. In the event of such termination, any services performed by CONSULTANT under this Agreement shall, at the option of CITY, become CITY'S property, and CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of CITY up through the date of termination. Under no circumstances shall CITY make payment for services that have not been performed.
- 6.3 Termination for Cause.** This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminated by CITY, CONSULTANT shall indemnify CITY against loss pertaining to this termination. In the event that CONSULTANT is terminated by CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2, and the provisions of Section 6.2 shall apply.
- 6.4** In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date this Agreement is terminated; however, 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.
- 6.5** In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 5 of this Agreement. In no event shall CITY be liable to CONSULTANT for any additional compensation, other than provided herein, or for any consequential or incidental damages.

- 6.6 Suspension.** CITY may suspend the Project at any time and for any reason, immediately, and without advanced notice. If CITY suspends the Project, CONSULTANT shall be compensated for the services performed prior to the notice of suspension, up through the date of such suspension, provided that such services are performed to the satisfaction of CITY. Under no circumstances shall CITY make payment for services that have not been performed. In no event shall CITY be liable to CONSULTANT for any additional compensation, other than provided herein, or for any consequential or incidental damages. CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. When the Project is resumed, CONSULTANT'S time schedule shall be equitably adjusted and agreed to in writing by both parties.
- 6.7** City Manager may terminate this Agreement, or suspend the work, immediately, and without advanced notice, if deemed necessary to protect the public health, safety or welfare.
- 6.8** Notice of termination or suspension shall be provided in accordance with Section 9.6 Notices of this Agreement, except that notice of termination or suspension by City Manager which 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 9.6 Notices of this Agreement.

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SECTION 7

COMPENSATION

- 7.1 The amount of compensation payable by CITY to CONSULTANT shall be based upon the prices as set forth in Exhibit B 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 Section 1.1 Scope of Services.
- 7.2 The hourly billing rates for services of CONSULTANT, and CONSULTANT'S consultants if any, are set forth in Exhibit B. Beginning on October 1, 2017 and each October 1st thereafter, CONSULTANT shall receive an annual adjustment in the rates and fees. The adjustment shall be based on the annual change in the February Consumer Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area, 1982-84=100, Series ID:CUURA320SAO, CUUSA320SAO, 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.
- 7.3 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, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- 7.4 Approved reimbursable expenses shall be paid to CONSULTANT at exact cost, and upon proof of payment by CONSULTANT if requested by CITY. Anticipated reimbursable expenses shall be included with CONSULTANT'S original fee proposal. No claim for reimbursement for the following expenses shall be made to CITY:
- a. All travel and vehicle expenses within Miami-Dade, Broward and Palm Beach Counties.
 - b. Three sets of signed and sealed permitting plans.
 - c. Computer usage, telephone expenses, postage.

- 7.5 Notwithstanding any provision of this Agreement to the contrary, City Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- 7.6 Payment shall be made to CONSULTANT in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, card, funds transfer or other method as determined by CITY in its sole discretion.
- 7.7 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 for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.
- 7.8 If it should become necessary for CITY to request CONSULTANT to render any additional services to either supplement the services described in this Agreement 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 by mutual agreement of both parties and negotiated as to price.
- 7.9 Records of expenses pertaining to additional services, and services performed on the basis of hourly rates shall be available to CITY within 48 hours of CITY'S request.
- 7.10 Additional services furnished by CONSULTANT or CONSULTANT'S consultants shall be based on hourly billing rates or a lump sum as mutually agreed upon between CONSULTANT and CITY, and as set forth in Exhibit B.

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SECTION 8

INDEMNIFICATION

- 8.1 CONSULTANT shall indemnify and hold harmless 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 CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of the services under this Agreement.
- 8.2 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.
- 8.3 The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to 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.

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SECTION 9

MISCELLANEOUS

- 9.1 Audit and Inspection Rights and Retention of Records.** 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.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONSULTANT is notified in writing by CITY of the need to extend the retention period. Such retention of such records and documents shall be at CONSULTANT'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by 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.

In addition, CONSULTANT shall respond to the reasonable inquiries of successor consultants and allow successor consultants to receive working papers relating to matters of continuing significance.

In addition, CONSULTANT shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with this Agreement for CONSULTANT'S services.

- 9.2 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.

- 9.3 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 contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for an act defined by Section 287.133, Florida Statutes, as a "public entity crime" may not submit a bid on a 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 contractor, supplier, subcontractor, 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.
- 9.4 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 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.
- 9.5 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.
- 9.6 Notices.** Whenever either party desires to give notice to the other, such notice must 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: John R. Flint, City Manager/CEO
City of Weston
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: Chris Giordano
Calvin, Giordano and Associates, Inc.
1800 Eller Drive,
Suite 600
Fort Lauderdale, Florida 33316

9.7 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONSULTANT, except with the prior approval of 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 City Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in this Agreement. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in this Agreement, a list of such subcontractors shall be provided to 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 this Agreement 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.

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

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONSULTANT or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

- 9.9 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 this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 9.10 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.
- 9.11 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.
- 9.12 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.
- 9.13 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.

- 9.14 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 Sections 1 through 9 of this Agreement shall prevail and be given effect.
- 9.15 Applicable Law and Venue; Attorney's 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 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.
- 9.16 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.
- 9.17 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 9.16 Amendments above.
- 9.18 Drug-Free Workplace.** CONSULTANT shall maintain a drug-free workplace.
- 9.19 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.
- 9.20 Multiple Originals.** This Agreement may be fully executed in five (5) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 9.21 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

9.22 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.

9.23 Public Records. CONSULTANT shall comply with the public records laws as follows:

- a. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that CITY would provide the records and 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.
- d. Meet all requirements for retaining public records and transfer, at no cost, to CITY all public records in possession of CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the information technology systems of CITY.

If CONSULTANT does not comply with a public records request, CITY shall enforce the contract provisions in accordance with this Agreement.

9.24 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.

9.25 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 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.

9.26 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 CITY, upon written notice to CONSULTANT of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.

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

9.28 Default.

9.28.1 An event of default shall mean a breach of this Agreement by 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:

- a. CONSULTANT has not performed services on a timely basis;
- b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- c. CONSULTANT has become insolvent or has assigned the proceeds received for the benefit of CONSULTANT'S creditors, or CONSULTANT has taken advantage of any insolvency statute or debtor/creditor law or if CONSULTANT'S affairs have been put in the hands of a receiver;
- d. CONSULTANT has failed to obtain the approval of CITY where required by this Agreement;
- e. 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.

9.28.2 In the event CONSULTANT fails to comply with the provisions of this Agreement, CITY may declare CONSULTANT in default, notify CONSULTANT in writing, and give 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 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, CONSULTANT shall return these sums to CITY within ten (10) days after notice that these sums are due. Nothing in this Section shall limit CITY'S right to terminate, at any time, pursuant to this Agreement.

9.28.3 In an event of default, CONSULTANT shall be liable for all damages resulting from the default, including but not limited to:

- a. Lost funding, and
- b. The difference between the cost associated with procuring services and the amount actually expended by CITY, including procurement and administrative costs.
- c. 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 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. 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 CITY in law or in equity.

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT AND CALVIN, GIORDANO AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES: GENERAL CIVIL ENGINEERING RFQ NO. 2015-11

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 _____, 2016; and Calvin, Giordano and Associates, Inc. authorized to execute same, through its President.

**CITY OF WESTON, through its City Commission
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT**

ATTEST:

By: _____
Daniel J. Stermer, Mayor

_____ day of _____, 2016

Patricia A. Bates, MMC, City Clerk

By: _____
John R. Flint, City Manager

_____ day of _____, 2016

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

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

_____ day of _____, 2016

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT AND CALVIN, GIORDANO AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES: GENERAL CIVIL ENGINEERING RFQ NO. 2015-11

WITNESSES:

CONSULTANT, Calvin, Giordano and Associates, Inc.

By: _____
Dennis J. Giordano, President

Print Name

_____ day of _____, 2016

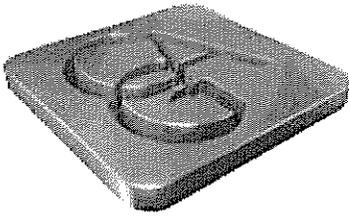
(CORPORATE SEAL)

Print Name

EXHIBIT "A"
CERTIFICATE OF INSURANCE

EXHIBIT "B"

COMPENSATION SCHEDULE



**CITY OF WESTON
PROFESSIONAL FEE SCHEDULE
Civil Engineering**

Building Code Services
Coastal Engineering
Code Enforcement
Construction Engineering and Inspection
Construction Services
Contract Government
Data Technologies and Development
Emergency Management Services
Engineering
Environmental Services
Facilities Management
Indoor Air Quality
Landscape Architecture
Municipal Engineering
Planning
Public Administration
Redevelopment and Urban Design
Surveying and Mapping
Traffic Engineering
Transportation Planning

GSA Contract Holder

Principal 270.67
Executive Assistant 90.32

ENGINEERING

Associate, Engineering (VI) 199.80
Director, Engineering (V) 194.71
Project Manager (IV) 180.64
Project Engineer (III) 154.72
Engineer (II) 129.08
Jr. Engineer (I) 122.52
Senior CADD Technician Manager 141.90
CADD Technician 115.96
Traffic Technician 109.70
Permit Administrator 109.70
Clerical 90.32

DATA TECH DEVELOPMENT

Associate, Data Tech Dev. 206.28
GIS Coordinator 180.64
GIS Specialist 154.72
Multi-Media 3D Developer 141.90
GIS Technician 112.52
Sr. Applications Developer 206.28
Applications Developer 167.54
Network Administrator 193.46
System Support Specialist 141.90
IT Support Specialist 103.15

CONSTRUCTION

Associate, Construction 206.28
Construction Management Director 167.54
Senior Inspector 122.52
Inspector 109.70

EMERGENCY MANAGEMENT

Director 180.64
Planner 129.08
Jr. Planner 109.70

PLANNING

Associate, Planning 206.28
Director of Planning 180.64
Planning Administrator 167.54
Assistant Director 154.72
Planner 129.08
Jr. Planner 109.70

EXPERT WITNESS

Principal/Associate 419.12
Registered Engineer/Surveyor 354.73
Project Engineer 290.04

LANDSCAPE ARCHITECT

Associate, Landscape 206.28
Senior Landscape Architect 161.27
Environmental Administrator 154.72
Landscape Architect 141.90
Environmental Specialist 129.08
Landscape CADD Technician 115.96
Environmental Assistant 103.15

SURVEYING

Associate, Surveying 206.28
Senior Registered Surveyor 180.64
Survey Crew 167.54
Registered Surveyor 154.72
Survey Coordinator 129.08
CADD Technician 115.96
3D Laser Scanner 451.31
Hydrographic Survey Crew 419.12
G.P.S. Survey Crew 193.46
Sub-meter G.P.S. 90.32

MICROBIAL/INDOOR AIR

QUALITY SERVICES
Sr. Environmental Scientist 141.90
Environmental Scientist 122.52

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

D



AGENDA ITEM SUMMARY

MEETING DATE: June 6, 2016

AGENDA ITEM NO.: 11-D

FOR:
 City of Weston Indian Trace Development District Bonaventure Development District

TITLE:
 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, authorizing the execution of an Agreement for Continuing Professional Services for General Civil Engineering, RFQ No. 2015-11, with Craven, Thompson & Associates, Inc., of Fort Lauderdale, Florida.

SUMMARY EXPLANATION & BACKGROUND:
 Authorizing the execution of an agreement for Continuing Professional Services for General Civil Engineering with the Number Two ranked firm, Craven, Thompson & Associates, Inc., of Fort Lauderdale, Florida.

REQUESTED ACTION:
 Approval.

EXHIBITS (LIST): Resolution

PREPARED BY:
 Darrel Thomas, Assistant City Manager/COO

PETITIONER/REPRESENTATIVE:
 Not Applicable

RECOMMENDED FOR CONSIDERATION BY:
 John R. Flint, City Manager
 David E. Keller, Assistant City Manager/CFO

FUNDING SOURCE:
 City's General Fund, Community Development, ITDD Water Management Fund; and BDD Water Management Fund

VOTING REQUIRED FOR PASSAGE:
 Majority Majority Plus One Unanimous

COMMISSION ACTION:					
	M	2	Y	N	
					Approved as presented
Commissioner Norton					Approved as amended
Commissioner Feuer					Approved with conditions
Commissioner Kallman					Continued to
Commissioner Gomez					Deferred to
Mayor Stermer					To deny

Notes:

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2016-__**

1
2
3
4 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON,
5 FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE
6 DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE
7 BONAVENTURE DEVELOPMENT DISTRICT, AUTHORIZING THE EXECUTION OF
8 AN AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR GENERAL
9 CIVIL ENGINEERING, RFQ NO. 2015-11, WITH CRAVEN, THOMPSON &
10 ASSOCIATES, INC., OF FORT LAUDERDALE, FLORIDA.

11
12 WHEREAS, First, Indian Trace Development District and Bonaventure Development District
13 are dependent special districts of the City of Weston ("City") for the purpose of exercising all those
14 rights, powers and authority contained in Chapter 189 and 190, Florida Statutes; and
15

16 WHEREAS, Second, the City Commission of the City of Weston serves as the governing
17 board of Indian Trace Development District and the governing board of Bonaventure Development
18 District; and
19

20 WHEREAS, Third, funding for general civil engineering is included in City's General Fund,
21 Community Development, and in Indian Trace Development District Water Management Fund,
22 and in Bonaventure Development District Water Management Fund; and
23

24 WHEREAS, Fourth, Section 287.055, Florida Statutes, governs the process for procurement
25 of such services; and
26

27 WHEREAS, Fifth, Chapter 32 of City Code governs the acquisition of goods and services
28 and disposal of City property, including Request for Qualifications for Continuing Professional
29 Services for General Civil Engineering Services, RFQ No. 2015-11 (the "RFQ"); and
30

31 WHEREAS, Sixth, in compliance with Chapter 32 of City Code, beginning on October 23,
32 2015, the RFQ was issued and advertised in the Sun-Sentinel, on City's website, and posted on the
33 Public Notices board in City Hall lobby, and proposal documents made available for electronic
34 download from Onvia DemandStar; and
35

36 WHEREAS, Seventh, City prepared the RFQ, wherein it is provided the proposals are ranked
37 on the following criteria: 1) qualifications of consultant's firm: years in business, office location and
38 licenses; 2) consultant's financial ability to perform the services described in this RFQ; 3)
39 qualification of consultant's project team; personnel used for the project, project manager, sub
40 consultants, joint ventures, including their pertinent training, skill and experience; 4) firm's
41 experience with providing similar professional services for government agencies with infrastructure
42 that is similar in scope, size and complexity as City; 5) approach and methodology to the scope of
43 services; and, 6) whether consultant is a certified minority business enterprise; and
44

45 WHEREAS, Eighth, a total of 72 sets of RFQ documents were obtained by potential
46 proposers; and

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, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR GENERAL CIVIL ENGINEERING, RFQ NO. 2015-11, WITH CRAVEN, THOMPSON & ASSOCIATES, INC., OF FORT LAUDERDALE, FLORIDA.

1
2 WHEREAS, Ninth, a total of 28 persons representing 19 potential bidders signed in and
3 participated at the Mandatory Pre-Bid Conference held on November 4, 2015, at 11:00 a.m. at
4 City's Community Center; and

5
6 WHEREAS, Tenth, on November 9, 2015, City issued Addendum #1; on November 12,
7 2015, City issued Addendum #2; and on November 18, 2015, City issued Addendum #3; and

8
9 WHEREAS, Eleventh, on November 24, 2015, the proposals were due and opened by
10 the City and yielded proposals for the General Civil Engineering portion of the RFQ from the
11 following eight firms: CES Consultants, Inc., of Miami Lakes, Florida; The Corradino Group, Inc.,
12 of Fort Lauderdale, Florida; Craven Thompson & Associates, Inc., of Fort Lauderdale, Florida;
13 T.Y. Lin International, of Coral Gables, Florida; Calvin, Giordano & Associates, Inc., of Fort
14 Lauderdale, Florida; R.J. Behar & Company of Pembroke Pines, Florida; Keith & Associates, Inc.
15 of Pompano Beach, Florida; and CSA Central, Inc., of Miami, Florida; and

16
17 WHEREAS, Twelfth, a Selection Committee comprised of David E. Keller, Assistant City
18 Manager/CFO, Chair; Bryan Cahen, Director of Budget, member; Ryan Fernandes, Director of
19 Technology Services, member; and Denise Barrett-Miller, Director of Communications, alternate
20 member was established for the purpose of evaluating and recommending to the Assistant City
21 Manager/COO the selection of a firm for Continuing Professional Services for General Civil
22 Engineering; and

23
24 WHEREAS, Thirteenth, on January 19, 2016, the Selection Committee met at a publicly
25 noticed meeting (with notice sent to all of the proposers) and determined that all eight of the firms
26 were responsive and responsible, and ranked the firms in order of most qualified, being; Calvin,
27 Giordano & Associates, Inc., of Fort Lauderdale, Florida, number one; Craven Thompson &
28 Associates, Inc., of Fort Lauderdale, Florida, number two; R. J, Behar & Company of Pembroke
29 Pines, Florida, number three; T.Y. Lin International, of Coral Gables, Florida, number four; a tie for
30 fifth place, which, upon the drawing of lots, determined the fifth and sixth places to Keith &
31 Associates, Inc., of Pompano Beach, Florida, number five; and CSA Central, Inc., of Miami, Florida,
32 number six; a tie for seventh place, which, upon the drawing of lots, determined the seventh and
33 eighth places to The Corradino Group, Inc., of Fort Lauderdale, Florida, number seven; and CES
34 Consultants, Inc., of Miami Lakes, Florida, number eight; and

35
36 WHEREAS, Fourteenth, on February 1, 2016, City adopted Resolution No. 2016-16, which
37 accepted and ratified the ranking of the firms for General Civil Engineering and authorized the
38 Assistant City Manager/COO to negotiate an Agreement with the number two ranked firm, Craven
39 Thompson & Associates, Inc., of Fort Lauderdale, Florida; and

40
41 WHEREAS, Fifteenth, City and Craven Thompson & Associates, Inc., of Fort Lauderdale,
42 Florida have successfully negotiated an agreement that sets forth the duties and obligations, and
43 desire to enter into an Agreement attached hereto as "Exhibit A".

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, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR GENERAL CIVIL ENGINEERING, RFQ NO. 2015-11, WITH CRAVEN, THOMPSON & ASSOCIATES, INC., OF FORT LAUDERDALE, FLORIDA.

1
2 NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and
3 as the governing board of Indian Trace Development District, and as the governing board of
4 Bonaventure Development District:

5
6 Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by
7 reference herein.

8
9 Section 2: The City Commission authorizes the Agreement for Continuing Professional Services for
10 General Civil Engineering with Craven, Thompson & Associates, Inc., of Fort Lauderdale, Florida.

11
12 Section 4: The appropriate City officials are authorized to execute all necessary documents and to
13 take any necessary action to effectuate the intent of this Resolution.

14
15 Section 5: This Resolution shall take effect upon its adoption.

16
17 ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of
18 Indian Trace Development District, and as the governing board of Bonaventure Development
19 District, this 6th day of June 2016.

20
21
22
23 _____
24 Daniel J. Stermer, Mayor of the City of Weston
25 Chair of Indian Trace Development District
26 Chair of Bonaventure Development District

27 ATTEST:

28
29 _____
30 Patricia A. Bates, MMC, City Clerk

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

34
35 _____
36 Jamie Alan Cole, City Attorney

Roll Call:
Commissioner Norton _____
Commissioner Feuer _____
Commissioner Kallman _____
Commissioner Gomez _____
Mayor Stermer _____



CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

**CONTINUING PROFESSIONAL SERVICES:
GENERAL CIVIL ENGINEERING**

AGREEMENT DOCUMENT

City of Weston RFQ No. 2015-11

CITY OF WESTON, FLORIDA

RFQ No. 2015-11

**CONTINUING PROFESSIONAL SERVICES:
GENERAL CIVIL ENGINEERING**

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AGREEMENT
AMONG
CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT
AND
CRAVEN THOMPSON AND ASSOCIATES, INC.
FOR
CONTINUING PROFESSIONAL SERVICES:
GENERAL CIVIL ENGINEERING
RFQ NO. 2015-11

This Agreement is made and entered into the ____ day of _____, 2016 among City of Weston, a Florida municipal corporation, Indian Trace Development District, and Bonaventure Development District (collectively "CITY"), and **Craven Thompson and Associates, Inc.**("CONSULTANT") for Continuing Professional Services: General Civil Engineering, ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, CITY, pursuant to Section 287.055, Florida Statutes, solicited proposals from proposers to perform Continuing Professional Services for General Civil Engineering("Services"); and

WHEREAS, proposals were evaluated and ranked by a Selection Committee; and a recommendation was made to the Assistant City Manager/COO; and

WHEREAS, on February 1, 2016, CITY adopted Resolution No. 2016-16, which accepted and ratified the ranking of the firms for Continuing Professional Services: General Civil Engineering and authorized the Assistant City Manager/COO to negotiate an Agreement with the number two ranked firm, Craven Thompson and Associates, Inc.; and

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 1

GENERAL INFORMATION

This Agreement is based on the general information set forth herein and incorporates the Certificate of Insurance, attached hereto and made a part hereof as Exhibit A; and the Compensation Schedule, attached hereto and made a part hereof as Exhibit B.

- 1.1 Scope of Services.** CONSULTANT shall provide Continuing Professional Services for General Civil Engineering for studies, planning, design, construction engineering and inspection of miscellaneous engineering projects to include but not limited to projects in the following areas: water distribution infrastructure; wastewater collection infrastructure; park improvements; irrigation; electrical engineering; landscape architecture and other miscellaneous civil engineering related projects.

CITY's Authorized Representative. The City Manager or his designee.

- 1.2 Term.** The term of this Agreement shall begin on July 1, 2016 and shall extend until March 31, 2021. After the initial term, this Agreement 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, and by amendment to this Agreement, prior to the expiration of the current term.
- 1.3** 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 CITY. CONSULTANT'S proposal for the scope of work shall further define the scope of work, project timing, fees, and reimbursables. CONSULTANT'S proposal, including schedule, detailed scope of work, fees, reimbursables, and sub-consultants will be approved, rejected, or negotiated by CITY.
- 1.4** CONSULTANT shall obtain a signed work authorization prior to commencement of Services. CITY shall not be responsible for payment for any work done without a signed work authorization.
- 1.5** If a work authorization is approved or not approved, 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 CONSULTANT shall provide the continuing professional services as set forth in this Agreement and Exhibits thereto.
- 2.2 CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by contractors practicing in the same or similar locality under the same or similar circumstances. CONSULTANT shall perform services as expeditiously as is consistent with such professional skill and care and orderly progress of a particular project (herein referred to as "the Project").
- 2.3 CONSULTANT shall identify a representative authorized to act on behalf of CONSULTANT with respect to the Project.
- 2.4 CONSULTANT shall maintain the following insurance for the duration of this Agreement, the cost of which shall be included in CONSULTANT'S compensation.

The policies of insurance shall be primary and written on forms acceptable to CITY and placed with insurance carriers 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 CITY. CITY must approve any changes to these specifications.

Professional liability – \$2,000,000 per occurrence

General liability – \$1,000,000 per occurrence; \$2,000,000 general aggregate

Automobile liability – \$1,000,000 per occurrence

Workers compensation – statutory

CITY shall be named as additional insured, as their interests may appear on policies for general liability and automobile liability. As respects general liability coverage, the additional insured status of CITY shall be maintained for the Project for not less than five (5) years following completion and acceptance by CITY or no more restrictive than Insurance Services Office (ISO) form CG 20 37 (07 04). Waiver of subrogation in favor of CITY is required on all policies except workers' compensation.

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

- 2.4.1** All policies required by this Agreement, with the exception of workers' compensation, or unless specific approval is given by CITY, are to be written on an occurrence basis, and shall name CITY as additional insured during this Agreement and for a minimum of five (5) years following the end of this Agreement which language should be included on CONSULTANT'S certificate of insurance. Insurer(s), with the exception of workers' compensation, shall agree to waive all rights of subrogation against CITY.
- 2.4.2** Insurance requirements itemized in this contract and required of CONSULTANT shall be provided on behalf of all sub-consultants to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- 2.4.3** Each insurance policy required by this Agreement shall:
- a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Not be suspended, voided or canceled by either party except after thirty (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 for workers' compensation notice shall be 10 days.
- 2.4.4** CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
- 2.4.5** The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement.
- 2.4.6** CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
- 2.4.7** Certificates of insurance evidencing claims made or occurrence form coverage and conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326, prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by CITY before CONSULTANT will be allowed to commence or continue work. All insurance carriers must have their corresponding AM Best carrier identification listed on the certificate of insurance.

2.4.8 Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement, shall be provided to CONSULTANT'S/Sub-Contractor's insurance company and CITY'S Risk Manager as soon as practicable after notice to the insured.

2.4.9 The insurance required for this Agreement shall be written for not less than limits of liability specified in the Project manual or required by law, whichever coverage is greater. CONSULTANT shall furnish information concerning reduction of coverage with reasonable promptness in accordance with CONSULTANT'S information and belief.

2.5 Errors and Omissions

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 CITY for five years after the date of acceptance of the Services by 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 CITY for work performed does not constitute a waiver of this provision.

2.6 CONSULTANT'S Basic Services

CONSULTANT agrees to provide complete Continuing Professional Services for General Civil Engineering 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 all times to ensure its performance as specified in this Agreement.

When submitting documents to CITY, CONSULTANT shall also submit, and costs shall provide for, three (3) hard copies and documents in an electronic format in Microsoft Word and Excel, Adobe 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 CITY for the Project. CONSULTANT shall furnish, comprehensive professional services for the Project 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 CITY if described in requests for quotations. After consultation with CITY, recommend to CITY those solutions which, in CONSULTANT'S professional judgment, best meet CITY'S requirements for the Project, including recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds.
- 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, CONSULTANT shall update its documentation, at no additional cost to 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 CONSULTANT, services under the Study and Report Phase will be considered complete when the study or report has been accepted by CITY as complete, which acceptance will not be unreasonably withheld.

2.6.2 Preliminary Design Phase

- a. On the basis of selection by 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 CITY, to reflect this reduced scope.
- c. Furnish preliminary design documents to and review them with 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 CONSULTANT, services under the Preliminary Design Phase will be considered complete when the preliminary design documents have been accepted by CITY as complete.

2.6.3 Final Design/Construction Documents Phase

- a. If the Project involves construction or demolition, 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 civil, environmental, structural, mechanical, electrical, site, and other work, and the necessary bidding information, general conditions, supplementary conditions and proposal forms. CONSULTANT shall submit to 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 CONSULTANT can prepare and deliver to CITY the record drawings in the form required by CITY.
- c. Prior to final approval of the construction documents by CITY, 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 CITY, and shall assist in obtaining any such applicable certifications of permit approval by such authorities prior to approval by CITY of the final set and printing of the construction documents. CONSULTANT shall promptly advise CITY of any substantial increases in costs set forth in the statement of probable construction cost that in the opinion of 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 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, CONSULTANT shall redesign with no additional cost to CITY.
- g. Designing to construction cost limit - If a construction cost limit is established by CITY, such construction cost limit will be set forth in the work authorization to CONSULTANT. The written acceptance by 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. CONSULTANT shall signify its responsibility for the Construction documents prepared pursuant to the Project by affixing its signature, date and seal thereto as required by Chapters 471 and 481, Florida Statutes.
- i. When submitting documents to CITY, CONSULTANT shall also submit, and costs shall provide for, three (3) hard copies and documents in an electronic format in Microsoft Word and Excel, Adobe PDF, and AutoCAD latest versions.
- j. CONSULTANT'S services under the Final Design/Construction Documents Phase will be considered complete when the bid documents are delivered to and accepted by CITY, and finally complete when the CADD drawings in AutoCAD DXF format are delivered to and accepted by CITY.

2.6.4 Bidding or Negotiating Phase

- a. CONSULTANT shall attend all pre-bid conferences and prepare and distribute minutes.
- b. 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 a 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 CITY.
- e. Should the lowest responsible, responsive bid exceed CONSULTANT'S statement of probable construction cost by 10% or more, CONSULTANT shall, at 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/Construction Documents 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 20-city average Construction Cost Index from the date of completion of the Final Design/Construction Documents Phase and the date on which proposals or bids are sought, as published monthly in "Engineering News-Record".
- g. For the purpose of payment to CONSULTANT, the Bidding or Negotiating Phase will terminate and the services of CONSULTANT for this phase will be considered complete upon signing of a contract for a construction project, or cancellation of a construction project by CITY. Rejection of bids by CITY does not constitute cancellation of a construction 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, CONSULTANT shall make recommendations to CITY on all claims of CITY and the contractor regarding interpretation of the construction documents, and on all other matters relating to the execution and progress of the work. 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, and approve progress payments to the contractor based on the schedule of values and percent of completion of work.
- b. 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 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, 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. CONSULTANT shall conduct a pre-construction meeting among CONSULTANT, CITY, contractor, and utility companies; and prepare and distribute minutes of the meeting.

- e. CONSULTANT shall make inspections of the Work based on the type and frequency defined in the scope of work on which contractor 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 CITY with a written report of each inspection in order to inform CITY of the progress of the work. CONSULTANT shall endeavor to guard CITY against defects and deficiencies in the work of contractors, and make written recommendation to CITY that work fails to conform to the construction documents. Based on such inspections, and the applications for payment, CONSULTANT will recommend the amount owed, and will issue certificates for payment in such amount. These certifications will constitute a representation to 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, CONSULTANT will also represent to CITY that, to the best of CONSULTANT'S knowledge, information, and belief, based on what CONSULTANT'S inspections have revealed, the work is in accordance with the construction documents. CONSULTANT 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. CONSULTANT shall revise the construction drawings and submit record drawings or corrected CADD drawings to CITY to show those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by contractor.
- g. The CONSULTANT shall attend regularly scheduled progress meetings on site, and prepare and distribute minutes.
- h. CONSULTANT shall prepare construction change orders for CITY'S approval. CONSULTANT shall not authorize any changes in services or time, no matter how minor, without prior written approval from CITY.
- i. Should CONSULTANT approve progress payments to contractor in excess of the value of the work performed, and a default occurs leaving insufficient funds to complete the work, CONSULTANT shall reimburse 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 CITY'S and Building Official's inspection and approval, 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 construction 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 contractor or for safety precautions and programs incident to the work of the contractor

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SECTION 3

ADDITIONAL SERVICES

- 3.1** If it should become necessary for CITY to request CONSULTANT to render any additional services to either supplement the Services described in this Agreement or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be based on hourly billing rates or a lump sum as mutually agreed upon between CONSULTANT and CITY, and as set forth in Exhibit B. CITY shall identify a representative authorized to act on CITY's behalf with respect to the Work.

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SECTION 4

CITY'S RESPONSIBILITIES

- 4.1** CITY shall identify a representative authorized to act on CITY's behalf with respect to this Agreement and all Projects.
- 4.2** CITY shall assist CONSULTANT by placing at its disposal all available information for all Projects, whenever reasonably possible.
- 4.3** CITY shall provide CONSULTANT access to the Project site prior to commencement of the work and CITY shall obligate the contractor to provide CONSULTANT access to the Project site whenever it is in preparation or progress, whenever reasonably possible.
- 4.4** CITY shall reimburse CONSULTANT for applicable permit application fees.

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SECTION 5

COPYRIGHTS AND LICENSES

OWNERSHIP OF DOCUMENTS

- 5.1** 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.
- 5.2** 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.

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SECTION 6

TERM, TERMINATION AND SUSPENSION

- 6.1 Term.** As stated under Section 1.2 of this Agreement.
- 6.2 Termination for Convenience.** This Agreement may be terminated by CITY for convenience upon ten (10) calendar days' written notice to CONSULTANT. In the event of such termination, any services performed by CONSULTANT under this Agreement shall, at the option of CITY, become CITY'S property, and CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of CITY up through the date of termination. Under no circumstances shall CITY make payment for services that have not been performed.
- 6.3 Termination for Cause.** This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminated by CITY, CONSULTANT shall indemnify CITY against loss pertaining to this termination. In the event that CONSULTANT is terminated by CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2, and the provisions of Section 6.2 shall apply.
- 6.4** In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date this Agreement is terminated; however, 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.
- 6.5** In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 5 of this Agreement. In no event shall CITY be liable to CONSULTANT for any additional compensation, other than provided herein, or for any consequential or incidental damages.

- 6.6 Suspension.** CITY may suspend the Project at any time and for any reason, immediately, and without advanced notice. If CITY suspends the Project, CONSULTANT shall be compensated for the services performed prior to the notice of suspension, up through the date of such suspension, provided that such services are performed to the satisfaction of CITY. Under no circumstances shall CITY make payment for services that have not been performed. In no event shall CITY be liable to CONSULTANT for any additional compensation, other than provided herein, or for any consequential or incidental damages. CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. When the Project is resumed, CONSULTANT’S time schedule shall be equitably adjusted and agreed to in writing by both parties.

- 6.7** City Manager may terminate this Agreement, or suspend the work, immediately, and without advanced notice, if deemed necessary to protect the public health, safety or welfare.

- 6.8** Notice of termination or suspension shall be provided in accordance with Section 9.6 Notices of this Agreement, except that notice of termination or suspension by City Manager which 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 9.6 Notices of this Agreement.

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SECTION 7

COMPENSATION

- 7.1** The amount of compensation payable by CITY to CONSULTANT shall be based upon the prices as set forth in Exhibit B 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 Section 1.1 Scope of Services.
- 7.2** The hourly billing rates for services of CONSULTANT, and CONSULTANT'S consultants if any, are set forth in Exhibit B. Beginning on October 1, 2017 and each October 1st thereafter, CONSULTANT shall receive an annual adjustment in the rates and fees. The adjustment shall be based on the annual change in the February Consumer Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area, 1982-84=100, Series ID:CUURA320SAO, CUUSA320SAO, 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.
- 7.3** 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, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- 7.4** Approved reimbursable expenses shall be paid to CONSULTANT at exact cost, and upon proof of payment by CONSULTANT if requested by CITY. Anticipated reimbursable expenses shall be included with CONSULTANT'S original fee proposal. No claim for reimbursement for the following expenses shall be made to CITY:
- a. All travel and vehicle expenses within Miami-Dade, Broward and Palm Beach Counties.
 - b. Three sets of signed and sealed permitting plans.
 - c. Computer usage, telephone expenses, postage.

- 7.5 Notwithstanding any provision of this Agreement to the contrary, City Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- 7.6 Payment shall be made to CONSULTANT in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, card, funds transfer or other method as determined by CITY in its sole discretion.
- 7.7 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 for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.
- 7.8 If it should become necessary for CITY to request CONSULTANT to render any additional services to either supplement the services described in this Agreement 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 by mutual agreement of both parties and negotiated as to price.
- 7.9 Records of expenses pertaining to additional services, and services performed on the basis of hourly rates shall be available to CITY within 48 hours of CITY'S request.
- 7.10 Additional services furnished by CONSULTANT or CONSULTANT'S consultants shall be based on hourly billing rates or a lump sum as mutually agreed upon between CONSULTANT and CITY, and as set forth in Exhibit B.

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SECTION 8

INDEMNIFICATION

- 8.1** CONSULTANT shall indemnify and hold harmless 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 CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of the services under this Agreement.
- 8.2** 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.
- 8.3** The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to 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.

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SECTION 9

MISCELLANEOUS

- 9.1 Audit and Inspection Rights and Retention of Records.** 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.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONSULTANT is notified in writing by CITY of the need to extend the retention period. Such retention of such records and documents shall be at CONSULTANT'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by 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.

In addition, CONSULTANT shall respond to the reasonable inquiries of successor consultants and allow successor consultants to receive working papers relating to matters of continuing significance.

In addition, CONSULTANT shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with this Agreement for CONSULTANT'S services.

- 9.2 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.

- 9.3 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 contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for an act defined by Section 287.133, Florida Statutes, as a "public entity crime" may not submit a bid on a 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 contractor, supplier, subcontractor, 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.
- 9.4 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 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.
- 9.5 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.
- 9.6 Notices.** Whenever either party desires to give notice to the other, such notice must 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: John R. Flint, City Manager/CEO
City of Weston
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: Patrick J. Gibney P.E.
Vice President
Craven Thompson and Associates, Inc.
3563 N.W. 53rd Street,
Fort Lauderdale, Florida 33309

- 9.7 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONSULTANT, except with the prior approval of 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 City Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in this Agreement. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in this Agreement, a list of such subcontractors shall be provided to 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 this Agreement 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.

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

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONSULTANT or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

- 9.9 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 this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 9.10 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.
- 9.11 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.
- 9.12 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.
- 9.13 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.

- 9.14 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 Sections 1 through 9 of this Agreement shall prevail and be given effect.
- 9.15 Applicable Law and Venue; Attorney's 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 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.
- 9.16 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.
- 9.17 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 9.16 Amendments above.
- 9.18 Drug-Free Workplace.** CONSULTANT shall maintain a drug-free workplace.
- 9.19 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.
- 9.20 Multiple Originals.** This Agreement may be fully executed in five (5) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 9.21 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

9.22 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.

9.23 Public Records. CONSULTANT shall comply with the public records laws as follows:

- a. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that CITY would provide the records and 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.
- d. Meet all requirements for retaining public records and transfer, at no cost, to CITY all public records in possession of CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the information technology systems of CITY.

If CONSULTANT does not comply with a public records request, CITY shall enforce the contract provisions in accordance with this Agreement.

9.24 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.

9.25 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 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.

9.26 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 CITY, upon written notice to CONSULTANT of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.

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

9.28 Default.

9.28.1 An event of default shall mean a breach of this Agreement by 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:

- a. CONSULTANT has not performed services on a timely basis;
- b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- c. CONSULTANT has become insolvent or has assigned the proceeds received for the benefit of CONSULTANT'S creditors, or CONSULTANT has taken advantage of any insolvency statute or debtor/creditor law or if CONSULTANT'S affairs have been put in the hands of a receiver;
- d. CONSULTANT has failed to obtain the approval of CITY where required by this Agreement;
- e. 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.

9.28.2 In the event CONSULTANT fails to comply with the provisions of this Agreement, CITY may declare CONSULTANT in default, notify CONSULTANT in writing, and give 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 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, CONSULTANT shall return these sums to CITY within ten (10) days after notice that these sums are due. Nothing in this Section shall limit CITY'S right to terminate, at any time, pursuant to this Agreement.

9.28.3 In an event of default, CONSULTANT shall be liable for all damages resulting from the default, including but not limited to:

- a. Lost funding, and
- b. The difference between the cost associated with procuring services and the amount actually expended by CITY, including procurement and administrative costs.
- c. 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 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. 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 CITY in law or in equity.

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT AND CRAVEN THOMPSON AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES: GENERAL CIVIL ENGINEERING RFQ NO. 2015-11

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 _____, 2016; and Craven Thompson and Associates, Inc. authorized to execute same, through its Vice President.

**CITY OF WESTON, through its City Commission
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT**

ATTEST:

By: _____
Daniel J. Stermer, Mayor

Patricia A. Bates, MMC, City Clerk

_____ day of _____, 2016

By: _____
John R. Flint, City Manager

_____ day of _____, 2016

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

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

_____ day of _____, 2016

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT AND CRAVEN THOMPSON AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES: GENERAL CIVIL ENGINEERING RFQ NO. 2015-11

WITNESSES:

CONSULTANT, Craven Thompson and Associates, Inc.

By: _____

Patrick J. Gibney, Vice President

Print Name

_____ day of _____, 2016

(CORPORATE SEAL)

Print Name

EXHIBIT "A"
CERTIFICATE OF INSURANCE

EXHIBIT "B"
COMPENSATION SCHEDULE

CRAVEN THOMPSON & ASSOCIATES, INC.
HOURLY FEE SCHEDULE
EFFECTIVE 2/1/2016

Civil Engineering Services

Principal Engineer	\$195/Hour
Senior Supervising Engineer	\$175/Hour
Senior Engineer	\$130/Hour
Project Engineer.....	\$110/Hour
Engineering Senior CADD Technician	\$90/Hour

Land Surveying & Mapping Services

Principal Surveyor	\$155/Hour
Professional Land Surveyor.....	\$120/Hour
Project Surveyor.....	\$110/Hour
Survey CADD / GIS Tech	\$80/Hour
Survey Field Crew (1-Man Crew)	\$87/Hour
Survey Field Crew (2-Man Crew)	\$125/Hour
Survey Field Crew (3-Man Crew)	\$155/Hour
Survey Crew with Laser Scan (3-Man Crew)	\$250/Hour

Landscape Architecture and Planning Services

Principal Landscape Architect / Principal Planner	\$155/Hour
Senior Landscape Architect	\$130/Hour
Landscape Architect.....	\$120/Hour
Project Landscape Designer.....	\$110/Hour
Project Planner.....	\$110/Hour

Construction Administration Services

Director of Construction Management	\$140/Hour
Senior Field Representative	\$90/Hour
Field Representative	\$80/Hour

Miscellaneous

Clerical.....	\$70/Hour
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Reimbursables

Mark up.....	1.1
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E



AGENDA ITEM SUMMARY

MEETING DATE: June 6, 2016

AGENDA ITEM NO.: 11-E

FOR:
 City of Weston Indian Trace Development District Bonaventure Development District

TITLE:
 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, authorizing the execution of an Agreement for Continuing Professional Services for Environmental Engineering and Wetlands Management, RFQ No. 2015-11, with Metric Engineering Inc., of Miami, Florida.

SUMMARY EXPLANATION & BACKGROUND:
 Authorizing the execution of an agreement for Continuing Professional Services for Environmental Engineering and Wetlands Management with Metric Engineering Inc., of Miami, Florida.

REQUESTED ACTION:
 Approval.

EXHIBITS (LIST): Resolution

PREPARED BY:
 Darrel Thomas, Assistant City Manager/COO

PETITIONER/REPRESENTATIVE:
 Not Applicable

RECOMMENDED FOR CONSIDERATION BY:
 John R. Flint, City Manager
 David E. Keller, Assistant City Manager/CFO

FUNDING SOURCE:
 Water Management Funds, Basin I and II, ITDD

VOTING REQUIRED FOR PASSAGE:
 Majority Majority Plus One Unanimous

COMMISSION ACTION:						
	M	2	Y	N	Approved as presented	
Commissioner Norton					Approved as amended	
Commissioner Feuer					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Gomez					Deferred to	
Mayor Stermer					To deny	

Notes:

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CITY OF WESTON, FLORIDA
RESOLUTION NO. 2016-__

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, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR ENVIRONMENTAL ENGINEERING AND WETLANDS MANAGEMENT, RFQ NO. 2015-11, WITH METRIC ENGINEERING INC., OF MIAMI, FLORIDA.

WHEREAS, First, Indian Trace Development District and Bonaventure Development District are dependent special districts of the City of Weston ("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 of Weston serves as the governing board of Indian Trace Development District and the governing board of Bonaventure Development District; and

WHEREAS, Third, funding for environmental engineering and wetlands management is appropriated in the Water Management Funds in Basin I and Basin II of Indian Trace Development District; and

WHEREAS, Fourth, Section 287.055, Florida Statutes, governs the process for procurement of such services; and

WHEREAS, Fifth, Chapter 32 of City Code governs the acquisition of goods and services and disposal of City property, including Request for Qualifications for Continuing Professional Services for Environmental Engineering and Wetlands Management Services, RFQ No. 2015-11 (the "RFQ"); and

WHEREAS, Sixth, in compliance with Chapter 32 of City Code, beginning on October 23, 2015, the RFQ was issued and advertised in the Sun-Sentinel, on City's website, and posted on the Public Notices board in City Hall lobby, and proposal documents made available for electronic download from Onvia DemandStar; and

WHEREAS, Seventh, City prepared the RFQ, wherein it is provided the proposals are ranked on the following criteria: 1) qualifications of consultant's firm: years in business, office location and licenses; 2) consultant's financial ability to perform the services described in this RFQ; 3) qualification of consultant's project team; personnel used for the project, project manager, sub consultants, joint ventures, including their pertinent training, skill and experience; 4) firm's experience with providing similar professional services for government agencies with infrastructure that is similar in scope, size and complexity as City; 5) approach and methodology to the scope of services; and, 6) whether consultant is a certified minority business enterprise; and

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, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR ENVIRONMENTAL ENGINEERING AND WETLANDS MANAGEMENT, RFQ NO. 2015-11, WITH METRIC ENGINEERING INC., OF MIAMI, FLORIDA.

1 WHEREAS, Eighth, a total of 72 sets of RFQ documents were obtained by potential
2 proposers; and
3

4 WHEREAS, Ninth, a total of 28 persons representing 19 potential bidders signed in and
5 participated at the Mandatory Pre-Bid Conference held on November 4, 2015, at 11:00 a.m. at
6 City's Community Center; and
7

8 WHEREAS, Tenth, on November 9, 2015, City issued Addendum #1; on November 12,
9 2015, City issued Addendum #2; and on November 18, 2015, City issued Addendum #3; and
10

11 WHEREAS, Eleventh, on November 24, 2015, the proposals were due and opened by
12 City and yielded proposals for the Environmental Engineering and Wetlands Management
13 portion of the RFQ from the following six firms: Miller Legg & Associates, Inc., of Fort Lauderdale,
14 Florida; Metric Engineering Inc., of Miami, Florida; T.Y. Lin International, of Coral Gables,
15 Florida; Calvin, Giordano & Associates, Inc. of Fort Lauderdale, Florida; Keith and Schnars, P.A., of
16 Fort Lauderdale, Florida; and CSA Central, Inc., of Miami, Florida; and
17

18 WHEREAS, Twelfth, a Selection Committee comprised of David E. Keller, Assistant City
19 Manager/CFO, Chair; Bryan Cahen, Director of Budget, member; Ryan Fernandes, Director of
20 Technology Services, member; and Denise Barrett-Miller, Director of Communications, alternate
21 member was established for the purpose of evaluating and recommending to the Assistant City
22 Manager/COO the selection of a firm for Continuing Professional Services for Environmental
23 Engineering and Wetlands Management; and
24

25 WHEREAS, Thirteenth, on December 16, 2015, the Selection Committee met at a publicly
26 noticed meeting (with notice sent to all of the proposers) and determined that all six of the firms
27 were responsive and responsible, and ranked the firms in order of most qualified, being; Metric
28 Engineering Inc., of Miami, Florida, number one; Miller Legg & Associates, Inc., of Fort Lauderdale,
29 Florida, number two; Calvin Giordano & Associates, Inc., of Fort Lauderdale, Florida, number
30 three; Keith and Schnars, P.A. of Fort Lauderdale, Florida, number four; T. Y. Lin International, of
31 Coral Gables, Florida, number five; and CSA Central, Inc., of Miami, Florida, number six; and
32

33 WHEREAS, Fourteenth, on January 19, 2016, City adopted Resolution No. 2016-10, which
34 accepted and ratified the ranking of the firms for Environmental Engineering and Wetlands
35 Management and authorized the Assistant City Manager/COO to negotiate an Agreement with the
36 number one ranked firm, Metric Engineering Inc., of Miami, Florida; and
37

38 WHEREAS, Fifteenth, City and Metric Engineering Inc. of Miami, Florida have successfully
39 negotiated an agreement that sets forth the duties and obligations, and desire to enter into an
40 Agreement attached hereto as "Exhibit A".
41

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, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR ENVIRONMENTAL ENGINEERING AND WETLANDS MANAGEMENT, RFQ NO. 2015-11, WITH METRIC ENGINEERING INC., OF MIAMI, FLORIDA.

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

4
5 Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by
6 reference herein.

7
8 Section 2: The City Commission authorizes the Agreement for Continuing Professional Services for
9 Environmental Engineering and Wetlands Management with Metric Engineering Inc., of Miami,
10 Florida.

11
12 Section 4: The appropriate City officials are authorized to execute all necessary documents and to
13 take any necessary action to effectuate the intent of this Resolution.

14
15 Section 5: This Resolution shall take effect upon its adoption.

16
17 ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of
18 Indian Trace Development District, and as the governing board of Bonaventure Development
19 District, this 6th day of June 2016.

20
21
22
23 _____
24 Daniel J. Stermer, Mayor of the City of Weston
25 Chair of Indian Trace Development District
26 Chair of Bonaventure Development District

27 ATTEST:

28
29 _____
30 Patricia A. Bates, MMC, City Clerk

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

34
35 _____
36 Jamie Alan Cole, City Attorney

Roll Call:
Commissioner Norton _____
Commissioner Feuer _____
Commissioner Kallman _____
Commissioner Gomez _____
Mayor Stermer _____



CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

**CONTINUING PROFESSIONAL SERVICES:
ENVIRONMENTAL ENGINEERING AND WETLANDS
MANAGEMENT**

AGREEMENT DOCUMENT

City of Weston RFQ No. 2015-11

CITY OF WESTON, FLORIDA

RFQ No. 2015-11

**CONTINUING PROFESSIONAL SERVICES:
ENVIRONMENTAL ENGINEERING & WETLANDS MANAGEMENT**

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AGREEMENT
AMONG
CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT
AND
METRIC ENGINEERING INC.
FOR
CONTINUING PROFESSIONAL SERVICES:
ENVIRONMENTAL ENGINEERING & WETLANDS MANAGEMENT
RFQ NO. 2015-11

This Agreement is made and entered into the ____ day of _____, 2016 among City of Weston, a Florida municipal corporation, Indian Trace Development District, and Bonaventure Development District (collectively "CITY"), and **Metric Engineering Inc.**("CONSULTANT") for Continuing Professional Services: Environmental Engineering & Wetlands Management, ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, CITY, pursuant to Section 287.055, Florida Statutes, solicited proposals from proposers to perform Continuing Professional Services for Environmental Engineering & Wetlands Management("Services"); and

WHEREAS, proposals were evaluated and ranked by a Selection Committee; and a recommendation was made to the Assistant City Manager/COO; and

WHEREAS, on January 19, 2016, CITY adopted Resolution No. 2016-10, which accepted and ratified the ranking of the firms for Continuing Professional Services: Environmental Engineering & Wetlands Management and authorized the Assistant City Manager/COO to negotiate an Agreement with the number one ranked firm, Metric Engineering Inc.; and

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 1

GENERAL INFORMATION

This Agreement is based on the general information set forth herein and incorporates the Certificate of Insurance, attached hereto and made a part hereof as Exhibit A; and the Compensation Schedule, attached hereto and made a part hereof as Exhibit B.

- 1.1 Scope of Services.** CONSULTANT shall provide Continuing Professional Services for Environmental Engineering & Wetlands Management relating to the CITY's wetlands management, mitigation areas, lakes and aquatic vegetation. Other services included under this category include environmental audits and related activities; environmental impact studies; ecological, biological, groundwater and geological studies; and geotechnical reports.

CITY's Authorized Representative. The City Manager or his designee.

- 1.2 Term.** The term of this Agreement shall begin on July 1, 2016 and shall extend until March 31, 2021. After the initial term, this Agreement 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, and by amendment to this Agreement, prior to the expiration of the current term.
- 1.3** 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 CITY. CONSULTANT'S proposal for the scope of work shall further define the scope of work, project timing, fees, and reimbursables. CONSULTANT'S proposal, including schedule, detailed scope of work, fees, reimbursables, and sub-consultants will be approved, rejected, or negotiated by CITY.
- 1.4** CONSULTANT shall obtain a signed work authorization prior to commencement of Services. CITY shall not be responsible for payment for any work done without a signed work authorization.
- 1.5** If a work authorization is approved or not approved, 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 CONSULTANT shall provide the continuing professional services as set forth in this Agreement and Exhibits thereto.
- 2.2 CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by contractors practicing in the same or similar locality under the same or similar circumstances. CONSULTANT shall perform services as expeditiously as is consistent with such professional skill and care and orderly progress of a particular project (herein referred to as "the Project").
- 2.3 CONSULTANT shall identify a representative authorized to act on behalf of CONSULTANT with respect to the Project.
- 2.4 CONSULTANT shall maintain the following insurance for the duration of this Agreement, the cost of which shall be included in CONSULTANT'S compensation.

The policies of insurance shall be primary and written on forms acceptable to CITY and placed with insurance carriers 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 CITY. CITY must approve any changes to these specifications.

Professional liability – \$2,000,000 per occurrence

General liability – \$1,000,000 per occurrence; \$2,000,000 general aggregate

Automobile liability – \$1,000,000 per occurrence

Workers compensation – statutory

CITY shall be named as additional insured, as their interests may appear on policies for general liability and automobile liability. As respects general liability coverage, the additional insured status of CITY shall be maintained for the Project for not less than five (5) years following completion and acceptance by CITY or no more restrictive than Insurance Services Office (ISO) form CG 20 37 (07 04). Waiver of subrogation in favor of CITY is required on all policies except workers' compensation.

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

- 2.4.1** All policies required by this Agreement, with the exception of workers' compensation, or unless specific approval is given by CITY, are to be written on an occurrence basis, and shall name CITY as additional insured during this Agreement and for a minimum of five (5) years following the end of this Agreement which language should be included on CONSULTANT'S certificate of insurance. Insurer(s), with the exception of workers' compensation, shall agree to waive all rights of subrogation against CITY.
- 2.4.2** Insurance requirements itemized in this contract and required of CONSULTANT shall be provided on behalf of all sub-consultants to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- 2.4.3** Each insurance policy required by this Agreement shall:
- a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Not be suspended, voided or canceled by either party except after thirty (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 for workers' compensation notice shall be 10 days.
- 2.4.4** CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
- 2.4.5** The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement.
- 2.4.6** CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
- 2.4.7** Certificates of insurance evidencing claims made or occurrence form coverage and conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326, prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by CITY before CONSULTANT will be allowed to commence or continue work. All insurance carriers must have their corresponding AM Best carrier identification listed on the certificate of insurance.

2.4.8 Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement, shall be provided to CONSULTANT'S/Sub-Contractor's insurance company and CITY'S Risk Manager as soon as practicable after notice to the insured.

2.4.9 The insurance required for this Agreement shall be written for not less than limits of liability specified in the Project manual or required by law, whichever coverage is greater. CONSULTANT shall furnish information concerning reduction of coverage with reasonable promptness in accordance with CONSULTANT'S information and belief.

2.5 Errors and Omissions

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 CITY for five years after the date of acceptance of the Services by 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 CITY for work performed does not constitute a waiver of this provision.

2.6 CONSULTANT'S Basic Services

CONSULTANT agrees to provide complete Continuing Professional Services for Environmental Engineering & Wetlands Management 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 all times to ensure its performance as specified in this Agreement.

When submitting documents to CITY, CONSULTANT shall also submit, and costs shall provide for, three (3) hard copies and documents in an electronic format in Microsoft Word and Excel, Adobe 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 CITY for the Project. CONSULTANT shall furnish, comprehensive professional services for the Project 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 CITY if described in requests for quotations. After consultation with CITY, recommend to CITY those solutions which, in CONSULTANT'S professional judgment, best meet CITY'S requirements for the Project, including recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds.
- 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, CONSULTANT shall update its documentation, at no additional cost to 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 CONSULTANT, services under the Study and Report Phase will be considered complete when the study or report has been accepted by CITY as complete, which acceptance will not be unreasonably withheld.

2.6.2 Preliminary Design Phase

- a. On the basis of selection by 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 CITY, to reflect this reduced scope.
- c. Furnish preliminary design documents to and review them with 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 CONSULTANT, services under the Preliminary Design Phase will be considered complete when the preliminary design documents have been accepted by CITY as complete.

2.6.3 Final Design/Construction Documents Phase

- a. If the Project involves construction or demolition, 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 civil, environmental, structural, mechanical, electrical, site, and other work, and the necessary bidding information, general conditions, supplementary conditions and proposal forms. CONSULTANT shall submit to 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 CONSULTANT can prepare and deliver to CITY the record drawings in the form required by CITY.
- c. Prior to final approval of the construction documents by CITY, 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 CITY, and shall assist in obtaining any such applicable certifications of permit approval by such authorities prior to approval by CITY of the final set and printing of the construction documents. CONSULTANT shall promptly advise CITY of any substantial increases in costs set forth in the statement of probable construction cost that in the opinion of 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 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, CONSULTANT shall redesign with no additional cost to CITY.
- g. Designing to construction cost limit - If a construction cost limit is established by CITY, such construction cost limit will be set forth in the work authorization to CONSULTANT. The written acceptance by 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. CONSULTANT shall signify its responsibility for the Construction documents prepared pursuant to the Project by affixing its signature, date and seal thereto as required by Chapters 471 and 481, Florida Statutes.
- i. When submitting documents to CITY, CONSULTANT shall also submit, and costs shall provide for, three (3) hard copies and documents in an electronic format in Microsoft Word and Excel, Adobe PDF, and AutoCAD latest versions.
- j. CONSULTANT'S services under the Final Design/Construction Documents Phase will be considered complete when the bid documents are delivered to and accepted by CITY, and finally complete when the CADD drawings in AutoCAD DXF format are delivered to and accepted by CITY.

2.6.4 Bidding or Negotiating Phase

- a. CONSULTANT shall attend all pre-bid conferences and prepare and distribute minutes.
- b. 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 a 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 CITY.
- e. Should the lowest responsible, responsive bid exceed CONSULTANT'S statement of probable construction cost by 10% or more, CONSULTANT shall, at 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/Construction Documents 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 20-city average Construction Cost Index from the date of completion of the Final Design/Construction Documents Phase and the date on which proposals or bids are sought, as published monthly in "Engineering News-Record".
- g. For the purpose of payment to CONSULTANT, the Bidding or Negotiating Phase will terminate and the services of CONSULTANT for this phase will be considered complete upon signing of a contract for a construction project, or cancellation of a construction project by CITY. Rejection of bids by CITY does not constitute cancellation of a construction 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, CONSULTANT shall make recommendations to CITY on all claims of CITY and the contractor regarding interpretation of the construction documents, and on all other matters relating to the execution and progress of the work. 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, and approve progress payments to the contractor based on the schedule of values and percent of completion of work.
- b. 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 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, 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. CONSULTANT shall conduct a pre-construction meeting among CONSULTANT, CITY, contractor, and utility companies; and prepare and distribute minutes of the meeting.

- e. CONSULTANT shall make inspections of the Work based on the type and frequency defined in the scope of work on which contractor 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 CITY with a written report of each inspection in order to inform CITY of the progress of the work. CONSULTANT shall endeavor to guard CITY against defects and deficiencies in the work of contractors, and make written recommendation to CITY that work fails to conform to the construction documents. Based on such inspections, and the applications for payment, CONSULTANT will recommend the amount owed, and will issue certificates for payment in such amount. These certifications will constitute a representation to 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, CONSULTANT will also represent to CITY that, to the best of CONSULTANT'S knowledge, information, and belief, based on what CONSULTANT'S inspections have revealed, the work is in accordance with the construction documents. CONSULTANT 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. CONSULTANT shall revise the construction drawings and submit record drawings or corrected CADD drawings to CITY to show those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by contractor.
- g. The CONSULTANT shall attend regularly scheduled progress meetings on site, and prepare and distribute minutes.
- h. CONSULTANT shall prepare construction change orders for CITY'S approval. CONSULTANT shall not authorize any changes in services or time, no matter how minor, without prior written approval from CITY.
- i. Should CONSULTANT approve progress payments to contractor in excess of the value of the work performed, and a default occurs leaving insufficient funds to complete the work, CONSULTANT shall reimburse 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 CITY'S and Building Official's inspection and approval, 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 construction 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 contractor or for safety precautions and programs incident to the work of the contractor

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SECTION 3

ADDITIONAL SERVICES

- 3.1** If it should become necessary for CITY to request CONSULTANT to render any additional services to either supplement the Services described in this Agreement or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be based on hourly billing rates or a lump sum as mutually agreed upon between CONSULTANT and CITY, and as set forth in Exhibit B. CITY shall identify a representative authorized to act on CITY's behalf with respect to the Work.

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SECTION 4

CITY'S RESPONSIBILITIES

- 4.1** CITY shall identify a representative authorized to act on CITY's behalf with respect to this Agreement and all Projects.
- 4.2** CITY shall assist CONSULTANT by placing at its disposal all available information for all Projects, whenever reasonably possible.
- 4.3** CITY shall provide CONSULTANT access to the Project site prior to commencement of the work and CITY shall obligate the contractor to provide CONSULTANT access to the Project site whenever it is in preparation or progress, whenever reasonably possible.
- 4.4** CITY shall reimburse CONSULTANT for applicable permit application fees.

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SECTION 5

COPYRIGHTS AND LICENSES

OWNERSHIP OF DOCUMENTS

- 5.1** 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.
- 5.2** 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.

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SECTION 6

TERM, TERMINATION AND SUSPENSION

- 6.1 Term.** As stated under Section 1.2 of this Agreement.
- 6.2 Termination for Convenience.** This Agreement may be terminated by CITY for convenience upon ten (10) calendar days' written notice to CONSULTANT. In the event of such termination, any services performed by CONSULTANT under this Agreement shall, at the option of CITY, become CITY'S property, and CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of CITY up through the date of termination. Under no circumstances shall CITY make payment for services that have not been performed.
- 6.3 Termination for Cause.** This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminated by CITY, CONSULTANT shall indemnify CITY against loss pertaining to this termination. In the event that CONSULTANT is terminated by CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2, and the provisions of Section 6.2 shall apply.
- 6.4** In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date this Agreement is terminated; however, 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.
- 6.5** In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 5 of this Agreement. In no event shall CITY be liable to CONSULTANT for any additional compensation, other than provided herein, or for any consequential or incidental damages.

- 6.6 Suspension.** CITY may suspend the Project at any time and for any reason, immediately, and without advanced notice. If CITY suspends the Project, CONSULTANT shall be compensated for the services performed prior to the notice of suspension, up through the date of such suspension, provided that such services are performed to the satisfaction of CITY. Under no circumstances shall CITY make payment for services that have not been performed. In no event shall CITY be liable to CONSULTANT for any additional compensation, other than provided herein, or for any consequential or incidental damages. CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. When the Project is resumed, CONSULTANT'S time schedule shall be equitably adjusted and agreed to in writing by both parties.
- 6.7** City Manager may terminate this Agreement, or suspend the work, immediately, and without advanced notice, if deemed necessary to protect the public health, safety or welfare.
- 6.8** Notice of termination or suspension shall be provided in accordance with Section 9.6 Notices of this Agreement, except that notice of termination or suspension by City Manager which 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 9.6 Notices of this Agreement.

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SECTION 7

COMPENSATION

- 7.1** The amount of compensation payable by CITY to CONSULTANT shall be based upon the prices as set forth in Exhibit B 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 Section 1.1 Scope of Services.
- 7.2** The hourly billing rates for services of CONSULTANT, and CONSULTANT'S consultants if any, are set forth in Exhibit B. Beginning on October 1, 2017 and each October 1st thereafter, CONSULTANT shall receive an annual adjustment in the rates and fees. The adjustment shall be based on the annual change in the February Consumer Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area, 1982-84=100, Series ID:CUURA320SAO, CUUSA320SAO, 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.
- 7.3** 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, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- 7.4** Approved reimbursable expenses shall be paid to CONSULTANT at exact cost, and upon proof of payment by CONSULTANT if requested by CITY. Anticipated reimbursable expenses shall be included with CONSULTANT'S original fee proposal. No claim for reimbursement for the following expenses shall be made to CITY:
- a. All travel and vehicle expenses within Miami-Dade, Broward and Palm Beach Counties.
 - b. Three sets of signed and sealed permitting plans.
 - c. Computer usage, telephone expenses, postage.

- 7.5 Notwithstanding any provision of this Agreement to the contrary, City Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- 7.6 Payment shall be made to CONSULTANT in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, card, funds transfer or other method as determined by CITY in its sole discretion.
- 7.7 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 for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.
- 7.8 If it should become necessary for CITY to request CONSULTANT to render any additional services to either supplement the services described in this Agreement 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 by mutual agreement of both parties and negotiated as to price.
- 7.9 Records of expenses pertaining to additional services, and services performed on the basis of hourly rates shall be available to CITY within 48 hours of CITY'S request.
- 7.10 Additional services furnished by CONSULTANT or CONSULTANT'S consultants shall be based on hourly billing rates or a lump sum as mutually agreed upon between CONSULTANT and CITY, and as set forth in Exhibit B.

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SECTION 8

INDEMNIFICATION

- 8.1** CONSULTANT shall indemnify and hold harmless 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 CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of the services under this Agreement.
- 8.2** 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.
- 8.3** The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to 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.

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SECTION 9

MISCELLANEOUS

- 9.1 Audit and Inspection Rights and Retention of Records.** 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.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONSULTANT is notified in writing by CITY of the need to extend the retention period. Such retention of such records and documents shall be at CONSULTANT'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by 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.

In addition, CONSULTANT shall respond to the reasonable inquiries of successor consultants and allow successor consultants to receive working papers relating to matters of continuing significance.

In addition, CONSULTANT shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with this Agreement for CONSULTANT'S services.

- 9.2 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.

- 9.3 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 contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for an act defined by Section 287.133, Florida Statutes, as a "public entity crime" may not submit a bid on a 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 contractor, supplier, subcontractor, 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.
- 9.4 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 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.
- 9.5 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.
- 9.6 Notices.** Whenever either party desires to give notice to the other, such notice must 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: John R. Flint, City Manager/CEO
City of Weston
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 Linares P.E.
Senior Vice President
Metric Engineering Inc.
13940 S.W. 136th Street,
Miami, Florida 33186

9.7 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONSULTANT, except with the prior approval of 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 City Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in this Agreement. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in this Agreement, a list of such subcontractors shall be provided to 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 this Agreement 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.

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

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONSULTANT or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

- 9.9 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 this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 9.10 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.
- 9.11 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.
- 9.12 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.
- 9.13 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.

- 9.14 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 Sections 1 through 9 of this Agreement shall prevail and be given effect.
- 9.15 Applicable Law and Venue; Attorney's 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 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.
- 9.16 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.
- 9.17 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 9.16 Amendments above.
- 9.18 Drug-Free Workplace.** CONSULTANT shall maintain a drug-free workplace.
- 9.19 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.
- 9.20 Multiple Originals.** This Agreement may be fully executed in five (5) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 9.21 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

9.22 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.

9.23 Public Records. CONSULTANT shall comply with the public records laws as follows:

- a. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that CITY would provide the records and 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.
- d. Meet all requirements for retaining public records and transfer, at no cost, to CITY all public records in possession of CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the information technology systems of CITY.

If CONSULTANT does not comply with a public records request, CITY shall enforce the contract provisions in accordance with this Agreement.

9.24 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.

9.25 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 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.

9.26 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 CITY, upon written notice to CONSULTANT of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.

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

9.28 Default.

9.28.1 An event of default shall mean a breach of this Agreement by 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:

- a. CONSULTANT has not performed services on a timely basis;
- b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- c. CONSULTANT has become insolvent or has assigned the proceeds received for the benefit of CONSULTANT'S creditors, or CONSULTANT has taken advantage of any insolvency statute or debtor/creditor law or if CONSULTANT'S affairs have been put in the hands of a receiver;
- d. CONSULTANT has failed to obtain the approval of CITY where required by this Agreement;
- e. 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.

9.28.2 In the event CONSULTANT fails to comply with the provisions of this Agreement, CITY may declare CONSULTANT in default, notify CONSULTANT in writing, and give 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 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, CONSULTANT shall return these sums to CITY within ten (10) days after notice that these sums are due. Nothing in this Section shall limit CITY'S right to terminate, at any time, pursuant to this Agreement.

9.28.3 In an event of default, CONSULTANT shall be liable for all damages resulting from the default, including but not limited to:

- a. Lost funding, and
- b. The difference between the cost associated with procuring services and the amount actually expended by CITY, including procurement and administrative costs.
- c. 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 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. 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 CITY in law or in equity.

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT AND METRIC ENGINEERING INC. FOR CONTINUING PROFESSIONAL SERVICES: ENVIRONMENTAL ENGINEERING & WETLANDS MANAGEMENT RFQ NO. 2015-11

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 _____, 2016; and Metric Engineering Inc. authorized to execute same, through its Senior Vice President.

**CITY OF WESTON, through its City Commission
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT**

ATTEST:

By: _____
Daniel J. Stermer, Mayor

Patricia A. Bates, MMC, City Clerk

_____ day of _____, 2016

By: _____
John R. Flint, City Manager

_____ day of _____, 2016

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

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

_____ day of _____, 2016

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT AND METRIC ENGINEERING INC. FOR CONTINUING PROFESSIONAL SERVICES: ENVIRONMENTAL ENGINEERING & WETLANDS MANAGEMENT RFQ NO. 2015-11

WITNESSES:

CONSULTANT, Metric Engineering Inc.

By: _____

Robert Linares. Senior Vice President

_____ day of _____, 2016

Print Name

(CORPORATE SEAL)

Print Name

EXHIBIT "A"
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collinsworth Ins & Risk Mgmt Services In P.O. Box 661628 Miami Springs FL 33266	CONTACT NAME: Erinn E Collinsworth	
	PHONE (A/C, No, Ext): (786) 930-4795	FAX (A/C, No): (786) 930-4794
E-MAIL ADDRESS: erinn@collinsworthinsurance.co		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Casualty Insurance Co		29424
INSURER B: Twin City Fire Insurance Co		29459
INSURER C: RLI Insurance Company		13056
INSURER D: Prop & Cas Ins Co of Hartford		34690
INSURER E:		
INSURER F:		

INSURED (305) 235-5098
 Metric Engineering, Inc.

 13940 SW 136th Street
 Suite 200
 Miami FL 33186

COVERAGES **CERTIFICATE NUMBER:** Cert ID 233 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Proj/Loc - 10MM	Y	Y	21 UUN AN3986	3/1/2016	3/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	21 UEN ZP2382	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			21 XHU AN3161	3/1/2016	3/1/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	21 WBA J5341	3/1/2016	3/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability	Y		RDP0023789 Claims Made Form	3/1/2016	3/1/2017	Each Claim 2,000,000 Policy Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re - RFQ No. 2015-11 Environmental Engineering and Wetlands Management
 When required by written agreement, The City of Weston, Florida, the Indian Trace Development District (ITDD) and Bonaventure Development District (BDD)- CITY - are named as additional insured, excluding professional services, on the General and Automobile Liability; said coverage is primary and noncontributory; waiver of Subrogation in favor of the CITY provided on the General, Auto and Professional Liability. Issuing companies will provide 30 days written notice of cancellation or nonrenewal; 10 days for nonpayment of premium.

CERTIFICATE HOLDER

City of Weston
 City Hall
 17200 Royal Palm Boulevard

 Weston FL 33326

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Erinn E Collinsworth

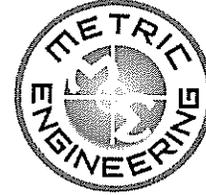
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EXHIBIT "B"
COMPENSATION SCHEDULE

Metric Engineering, Inc.

Proposed Classification and rate schedule for Environmental and Wetlands Management

Effective Date 1/19/2016



Classification	Proposed Hourly Rate
Project Manager	\$ 163.00
Senior Environmental Scientist	\$ 116.00
Environmental Scientist/Specialist	\$ 95.00
Environmental Technician/Assistant	\$ 78.00
Sr. Certified Arborist	\$ 95.00
Certified Arborist	\$ 78.00
GIS Specialist	\$ 105.00
Sr. Drainage Engineer	\$ 140.00
Project Engineer	\$ 115.00
Engineer Intern	\$ 90.00
Designer	\$ 100.00
CAD Technician	\$ 60.00
Administrative/Clerical	\$ 55.00

Annual Rate

Environmental Assistant (dedicated position) \$ 152,000.00

Expenses

GPS \$ 18.00 per day
Water quality meter (pH, turbidity) \$ 25.00 per day

Multiplier for direct out-of pocket reimbursables: 1.05

F



AGENDA ITEM SUMMARY

MEETING DATE: June 6, 2016

AGENDA ITEM NO.: 11-F

FOR:
 City of Weston Indian Trace Development District Bonaventure Development District

TITLE:
 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, approving the Minutes of the Workshop Meeting of the City Commission of the City of Weston held on May 9, 2016, and the Minutes of the Regular Meeting of the City Commission of the City of Weston held on May 16, 2016.

SUMMARY EXPLANATION & BACKGROUND:
 In compliance with the Procedures for Meetings of the City Commission.

REQUESTED ACTION:
 Approval.

EXHIBITS (LIST): (i) Resolution, (ii) Commission Workshop Minutes of May 9, 2016, and (iii) Commission Meeting Minutes of May 16, 2016

PREPARED BY:
 John R. Flint, City Manager

PETITIONER/REPRESENTATIVE:
 Not Applicable

RECOMMENDED FOR CONSIDERATION BY:
 John R. Flint, City Manager

FUNDING SOURCE:
 Not Applicable

VOTING REQUIRED FOR PASSAGE:
 Majority Majority Plus One Unanimous

COMMISSION ACTION:						
	M	2	Y	N	Approved as presented	
Commissioner Norton					Approved as amended	
Commissioner Feuer					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Gomez					Deferred to	
Mayor Stermer					To deny	

Notes:

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2016-__**

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, APPROVING THE MINUTES OF WORKSHOP MEETING OF THE CITY COMMISSION OF THE CITY OF WESTON HELD ON MAY 9, 2016, AND THE MINUTES OF THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF WESTON HELD ON MAY 16, 2016.

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

WHEREAS, Second, the City Commission of the City of Weston serves as the governing board of both the Indian Trace Development District and the Bonaventure Development District.

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 Minutes of the Workshop Meeting of the City Commission of the City of Weston held on May 9, 2016 are approved.

Section 2: The Minutes of the Regular Meeting of the City Commission of the City of Weston held on May 16, 2016 are approved.

Section 3: 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 June 2016.

Daniel J. Stermer, Mayor of the City of Weston
Chair of the Indian Trace Development District
Chair of the Bonaventure Development District

ATTEST:

Patricia A. Bates, 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 Norton _____
Commissioner Feuer _____
Commissioner Kallman _____
Commissioner Gomez _____
Mayor Stermer _____

**MINUTES OF WORKSHOP MEETING
CITY OF WESTON
MAY 9, 2016**

MINUTES OF WORKSHOP MEETING CITY OF WESTON

A workshop meeting of the City Commission of the City of Weston was held Monday, May 9, 2016 at 5:30 PM at Weston City Hall, 17200 Royal Palm Boulevard, Weston, Florida.

Present and constituting a quorum were:

Daniel J. Stermer	Mayor
Angel M. Gomez	Commissioner
Toby Feuer	Commissioner
Jim Norton	Commissioner
Thomas M. Kallman	Commissioner

Also present were:

Attendees:

John R. Flint	City Manager
David E. Keller	Assistant City Manager/CFO
Darrel L. Thomas	Assistant City Manager/COO
Patricia A. Bates	City Clerk
Jamie Alan Cole	City Attorney, Weiss Serota Helfman Cole & Bierman, PL
Karen Lieberman	Asst. City Attorney, Weiss Serota Helfman Cole & Bierman, PL
Denise Barrett-Miller	Director of Communications
Thaddeus Bielecki	Director of Landscaping
Bryan E. Cahen	Director of Budget
Donald Decker	Director of Parks and Recreation
Ryan M. Fernandes	Director of Technology Services
Karl C. Thompson	Director of Public Works
Chief Kevin Butler	BSO DLE – Weston
Chief Harris Bouchillon	BSO DFRES – Weston
Dennis Giordano	President, Calvin, Giordano & Associates

FIRST ORDER OF BUSINESS

Roll Call

Mayor Stermer called the meeting to order at 5:33 PM.

City Clerk Patricia Bates called the roll.

Pledge of Allegiance – was led by the City Commission.

SECOND ORDER OF BUSINESS

**YMCA Lease Agreement – Buyout
Provision**

Mayor Stermer reviewed the City Commission Workshop procedures.

City Manager John Flint gave an overview presentation of the YMCA lease agreement. Discussion and questions ensued between the City Commission, City Manager, and Staff. Mayor Stermer suggested calendaring a Workshop in 90 days and the City Manager inquire on how the Y is interested in proceeding.

CITY COMMISSION WORKSHOP RECESSED AT 6:59 PM

**CITY COMMISSION WORKSHOP RECONVENED
IN THE CITY HALL CONFERENCE ROOM AT 7:11 PM**

Mayor Stermer called the meeting to order at 7:11 PM.

City Clerk Patricia Bates called the roll. Commissioner Norton was absent.

THIRD ORDER OF BUSINESS

**FY 2017 Proposed Millage Rate,
Assessments and Budgets**

Director of Budget Bryan Cahen provided an overview of the FY2017 proposed millage rate, assessments and budgets. Discussion and questions ensued between the City Commission, City Manager, and Staff.

FOURTH ORDER OF BUSINESS

**Technology Infrastructure and
Services**

Director of Technology Services Ryan Fernandes presented the Technology Services mission presentation. Discussion and questions ensued between the City Commission, City Manager, and Staff.

FIFTH ORDER OF BUSINESS

Adjournment

The meeting adjourned at 8:06 PM.

Daniel J. Stermer, Mayor

**MINUTES OF MEETING
CITY OF WESTON
MAY 16, 2016**

MINUTES OF MEETING CITY OF WESTON

A regular meeting of the City Commission of the City of Weston was held Monday, May 16, 2016 at 7:00 PM at Weston City Hall, 17200 Royal Palm Boulevard, Weston, Florida.

Present and constituting a quorum were:

Daniel J. Stermer	Mayor
Toby Feuer	Commissioner
Jim Norton	Commissioner
Thomas M. Kallman	Commissioner

Also present were:

John R. Flint	City Manager
David E. Keller	Assistant City Manager/CFO
Darrel L. Thomas	Assistant City Manager/COO
Patricia A. Bates	City Clerk
Jamie Alan Cole	City Attorney, Weiss Serota Helfman Cole & Bierman, PL
Karen Lieberman	Asst. City Attorney, Weiss Serota Helfman Cole & Bierman, PL
Chad Friedman	Asst. City Attorney, Weiss Serota Helfman Cole & Bierman, PL
Sarah Sinatra Gould	Director of Development Services, Calvin, Giordano & Associates
Karl Kennedy	City Engineer, Calvin, Giordano & Associates
Denise Barrett-Miller	Director of Communications
Thaddeus Bielecki	Director of Landscaping
Bryan E. Cahen	Director of Budget
Donald Decker	Director of Parks and Recreation
Ryan M. Fernandes	Director of Technology Services
Karl C. Thompson	Director of Public Works
Pamela Solomon	Assistant Director of Communications, MuniTech LLC
Cosmo Tornese, P.E.	Building Official, C.A.P. Government, Inc.
Chief Kevin Butler	BSO DLE – Weston
Chief Bruce Angier	BSO DFRES – Weston
Laurie Rich Levinson	District 6 Broward County School Board Member
Michael Chesser, P.E.	Applicant Representative Cleveland Clinic

FIRST ORDER OF BUSINESS

Roll Call

Mayor Stermer called the meeting to order at 7:00 PM.

City Clerk Patricia Bates called the roll. Commissioner Angel M. Gomez was absent.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was led by students from Sagemont Lower School, who were chaperoned by Fourth Grade Teachers Laura Fiet and Diana Summermatter, along with Maritza Zea, School Counselor.

THIRD ORDER OF BUSINESS

Presentations

A. **Broward Sheriff's Office Law Enforcement Employee of the Month** – Deputy Christopher Sutter.

B. **2016 Weston University Graduation - (C) Cypress Bay (S) Sagemont Upper School (W) Western**

Karl Ackermann (S)

Jacob Pincus (W)

Joao Victor Bezerra (S)

Diego Roncancio (C)

Claudia Castre (C)

Nicole Ross (S)

Melanie Chapilliquen (C)

Ana-Cristina Sanchez (C)

Caridad Estrada (W)

Ariana Serrano (C)

Sarah Gillman (C)

Jonathan Sherman (C)

Hannah Gutner (C)

Samek Tekie (C)

Rachel Gutner (C)

William Tracey (W)

Caroline Johnson (C)

Brooklynne Villano (S)

Brooke Miller (C)

Agustina Vincent de Urquiza (W)

Luis Pelaez (C)

Benjamin White (C)

MEETING RECESSED AT 7:25 PM

MEETING RECONVENED AT 7:31 PM

C. **Presentation** – Weston Philharmonic Society Past President Roger Lander along with Co-Presidents, Andrea Burghardt and Louis Marett presented four scholarships to students of Cypress Bay and Western High Schools.

ANNOUNCEMENTS

- Residents are encouraged to sign up for our weekly E-newsletter Newsday Tuesday, or visit our Events Calendar on the Weston website at Westonfl.org/Events.
- The Weston University Broward Sheriff's Office Police Services Academy is now accepting applications for their summer program. Spaces are limited and applications are due by June 1st. Run by BSO Crime Prevention Deputies Kari Pallotto and Kevin Maccagli, this program provides an in-depth exposure to police services for Weston students ages 11-17. This is a one day a week summer program from June 20th to August 8th which meets Monday evenings from 6-8PM at Weston Police Services. They also host excursions on Tuesdays from 8:30AM until noon. The program includes defensive tactics, DUI & DARE classes, crime scene investigation, Internet safety, and trip such as BSO Swat, Aviation and many others. Download an application today on the Weston website on the Police page or under Happening Now. We also have forms here in City Hall and at Weston Police Services.
- Our Parks & Recreation Department is already well into the planning stages for the Weston July 4th Hometown Parade and wants you to know that parade application forms are available on the City website homepage or at the Community Center. Parade participation is free and encouraged.

FOURTH ORDER OF BUSINESS

Audience Comments

None.

FIFTH ORDER OF BUSINESS

Consent Agenda

A. Commissioners' Items Removed for Later Discussion

Commissioners' Items Removed for Later Discussion None .

B. Approval of the Consent Agenda

Commissioner Norton moved to approve the Consent Agenda. Commissioner Feuer seconded the motion.

Roll call vote on the Consent Agenda.
Commissioner Norton voted yes.
Commissioner Feuer voted yes.
Commissioner Kallman voted yes.
Commissioner Gomez was absent.
Mayor Stermer voted yes.

QUASI-JUDICIAL HEARING

Quasi-Judicial procedures were waived by the City Commission with consent from Applicant Representative Michael Chesser, P.E. City Clerk Patricia Bates confirmed advertising and notice requirements had been met for Items 6, 7 and 8.

SIXTH ORDER OF BUSINESS

Resolution No. 2016-58 of the City Commission of the City of Weston, Florida, considering Application No. 16-8643, a variance from Chapter 123 of the Code of Ordinances of the City, Landscaping, to waive certain landscaping requirements for Cleveland Clinic's proposed parking improvements in the north parking lot, Parking Lot J, for the property located at 3100 Weston Road, Weston, Florida.

Cleveland Clinic Landscape Island Variance

The Resolution was read into the record by title. The item was opened for public comment. No comment from the public.

Commissioner Feuer moved to approve Resolution No. 2016-58.
Commissioner Kallman seconded the motion.

Roll call vote on Resolution No. 2016-58.
Commissioner Norton voted yes.
Commissioner Feuer voted yes.
Commissioner Kallman voted yes.
Commissioner Gomez was absent.
Mayor Stermer voted yes.

SEVENTH ORDER OF BUSINESS

Resolution No. 2016-59 of the City Commission of the City of Weston, Florida, considering Application No. 14-8644, a variance from Chapter 123 of the Code of Ordinances of the City, Landscaping, to waive certain landscaping requirements for a portion of the buffer in Parking Lot J for Cleveland Clinic's proposed helipad improvements, for the property located at 3100 Weston Road, Weston, Florida.

Cleveland Clinic Landscape Buffer Variance

The Resolution was read into the record by title. The item was opened for public comment. No comment from the public.

Commissioner Feuer moved to approve Resolution No. 2016-59.
Commissioner Norton seconded the motion.

Roll call vote on Resolution No. 2016-59.
Commissioner Norton voted yes.
Commissioner Feuer voted yes.
Commissioner Kallman voted yes.
Commissioner Gomez was absent.
Mayor Stermer voted yes.

EIGHTH ORDER OF BUSINESS

Resolution No. 2016-60 of the City Commission of the City of Weston, Florida, considering Application No. 16-8578, a site plan amendment for a relocated heliport and the construction of two new parking lots on Cleveland Clinic's campus, located at 3100 Weston Road, Weston, Florida.

Cleveland Clinic Parking Lot Additions Site Plan Amendment

The Resolution was read into the record by title. The item was opened for public comment. No comment from the public.

Commissioner Feuer moved to approve Resolution No. 2016-60.
Commissioner Kallman seconded the motion.

Roll call vote on Resolution No. 2016-60.
Commissioner Norton voted yes.
Commissioner Feuer voted yes.
Commissioner Kallman voted yes.
Commissioner Gomez was absent.
Mayor Stermer voted yes.

END OF QUASI-JUDICIAL HEARING

NINTH ORDER OF BUSINESS

Consent Agenda

CITY OF WESTON

- A. Resolution No. 2016-61 of the City Commission of the City of Weston, Florida, calling a special election on a proposed amendment to the City Charter, to be held on November 8, 2016; providing for submission of the Charter amendment recommended by the City Commission to the electors for approval or disapproval; providing for requisite ballot language; providing for notice; providing for an effective date.**

- B. Resolution No. 2016-62 of the City Commission of the City of Weston, Florida, approving Change Order No. 1 for the City’s contract provider, Carahsoft Technology Corporation of Reston, Virginia, for the purchase and implementation of Accela commercial off-the-shelf software for the City’s Building Permitting Services.**

- C. Resolution No. 2016-63 of the City Commission of the City of Weston, Florida, approving the renewal of the Interlocal Agreement between the City of Weston, Florida and Broward County, Florida, for representation at hearings by the Broward County Minimum Housing/Unsafe Structures Board.**

CITY OF WESTON, INDIAN TRACE DEVELOPMENT DISTRICT

- D. Resolution No. 2016-64 of the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, accepting a Bill of Sale, Grant of Easement, and Maintenance Bond, or Letter of Credit option in lieu of bond applicable to 501(c)(3), for certain utility facilities for St. Paul Evangelical Lutheran Church, located at 580 Indian Trace, on a portion of Parcel 6, Sector 6, according to the Plat thereof as recorded in Plat Book 141, at Page 21, Public Records of Broward County, Florida.**

CITY OF WESTON, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT

- E. Resolution No. 2016-65 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, rescinding Resolution No. 2016-31, that extended the Agreement with Remediation Group, Inc., for Disaster Restoration and Recovery Services for City Buildings and Facilities for an additional three year term.

The Items listed above on the Consent Agenda were approved earlier in the meeting.

TENTH ORDER OF BUSINESS

Adjournment

The meeting adjourned at 7:48 PM.

Daniel J. Stermer, Mayor