THIRD AMENDMENT TO CONTINUING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND R.J. BEHAR & COMPANY, INC.

THIS AMENDMENT ("Third Amendment"), dated August 13, 2025, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

R.J. BEHAR & COMPANY, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **6861 SW 196 Ave, Suite # 302, Pembroke Pines, FL 33332** hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on August 13, 2020, the Parties entered into the Continuing Professional Services Agreement ("Original Agreement") for Civil Engineering, Inspection, Permit Review Services and Development Review Assistance, for an initial three (3) year period, which naturally expired on August 12, 2023; and,

WHEREAS the Original Agreement authorized the renewal thereof at the expiration of the initial term for two (2), additional, one (1) year terms pursuant to written amendments to the Original Agreement; and,

WHEREAS, on June 14, 2023, the Parties executed the First Amendment to the Original Agreement to renew the term thereof for a one (1) year period, which expired on August 12, 2024; and.

WHEREAS, on March 16, 2024, the Parties executed the Second Amendment to increase the annual compensation amount not to exceed from EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$85,000.00) to ONE HUNDRED SEVENTY THOUSAND DOLLARS AND ZERO CENTS (\$170,000.00), due to an increase in resurfacing projects, and to renew the term of the Original Agreement, as amended, for a **one** (1) **year** period, which expires on **August 12, 2025**; and,

WHEREAS CITY Code of Ordinances §35.29(C) authorizes the City Manager to extend, for operational purposes, and for a maximum one hundred and eighty (180) days, any contract previously approved by the City Commission and entered into by the City; and,



WHEREAS the Parties desire to extend the term of their contractual relationship for one hundred and eighty (180) calendar days pursuant to CITY Code of Ordinances §35.29(C) and to supplement the terms contained therein as set forth in this Third Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby extended for a one-hundred-and-eighty (180) calendar day period, commencing on August 13, 2025, and naturally expiring on February 9, 2026.

SECTION 3. <u>Scrutinized Companies.</u> CONSULTANT, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as may be amended from time to time, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

- 3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - 3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section.**

4.1.1 "Contractor" means a person or entity that has entered or is attempting to



enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

- 4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.
- 4.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 4.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- 4.2 <u>Registration Requirement; Termination.</u> Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
 - 4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - 4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
 - 4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. <u>Public Entity Crimes</u>. Pursuant to Section 287.133(2)(a), Fla. Stat., as may be amended from time to time, a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime



may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Third Amendment, CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 6. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., as maybe amended from time to time, an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Third Amendment, CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 7. <u>Human Trafficking</u>. Pursuant to Section 787.06(13), Fla. Stat., as may be amended from time to time, non-governmental agencies contracting with CITY are required to provide an affidavit attesting that the non-governmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Third Amendment and submitting the executed required affidavit, CONSULTANT represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 8. <u>Antitrust Violations.</u> Pursuant to Section 287.137, Florida Statutes, as may be amended from time to time, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Third Amendment, CONSULTANT certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Third Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 9. Compliance with Foreign Entity Laws. CONSULTANT ("Entity") hereby attests under penalty of perjury the following:



- 9.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 9.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 9.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 9.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 9.5 Entity is not a foreign principal, as defined in Section 692.201, Florida statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 9.6 Entity is in compliance with all applicable requirements of Sections 92.202, 692.203, and 692.204, Florida Statutes.

SECTION 10. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, and the Original Agreement, as amended, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 11. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 12. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Third Amendment. The exhibits, if not physically attached, should be treated as part of this Third Amendment and are incorporated herein by reference.

SECTION 13. Each person signing this Third Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Third Amendment 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 Third Amendment.

SECTION 14. This Third Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Third Amendment by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE AND AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS FOLLOW



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM: DocuSigned by: Charles F. Dodge Jacob Horowitz BY: CHARLES F. DODGE, CITY MANAGER Print Name: Jacob Horowitz OFFICE OF THE CITY ATTORNEY ATTEST: Vebra E. Rogers

DEBRA E. ROGERS, CITY CLERK

August 13, 2025

Signed by: **CONSULTANT:** R.J. BEHAR & COMPANY, INC. Robert J. Beliar, P.E. Signed By: Printed Name: Robert J. Behar, P.E. Title: President Date: August 13, 2025



AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

- 1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
- 2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
 - 3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
- 4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
- 5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT
DATE: August 13, 2025
ENTITY: R.J. BEHAR & COMPANY, INC
DocuSigned by:
SIGNED BY: Robert J. Beliar, P.E
NAME: Robert J. Behar, P.E.
TITLE: President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/5/2024

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 have ADDITIONAL INSURED provisions or 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).

COVEDACES	CERTIFICATE NUMBER, 077507000	DEVICION NUMBER	٦.				
		INSURER F:					
Pembroke Pines FL 33332		INSURER E :					
Suite 302		INSURER D:					
R.J. Behar & Company, Inc. 6861 S.W. 196th Avenue		INSURER c : Beazley Insurance Company, Inc.	37540				
NSURED	RJBEHAR	ınsurer в : Hartford Casualty Insurance Company	29424				
		INSURER A: Sentinel Insurance Company, Ltd.	11000				
•		INSURER(S) AFFORDING COVERAGE	NAIC#				
Edgewood Partners Insurance A 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		E-MAIL ADDRESS: ACECcertificates@greyling.com					
	Agency	PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C,	No):				
PRODUCER		CONTACT NAME: ACEC Certificates					
	J						

COVERAGES CERTIFICATE NUMBER: 977527293 REVISION NUMBER:

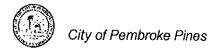
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

				EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. SR POLICY EFF POLICY EXP								
TYPE OF INSURANCE	ADDL S	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
X COMMERCIAL GENERAL LIABILITY			20SBWBA1624	11/17/2024	11/17/2025	EACH OCCURRENCE	\$ 1,000,000					
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000					
						MED EXP (Any one person)	\$ 10,000					
						PERSONAL & ADV INJURY	\$ 1,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000					
POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000					
OTHER:							\$					
AUTOMOBILE LIABILITY			20UEGNG0289	11/17/2024	11/17/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000					
X ANY AUTO						BODILY INJURY (Per person)	\$					
OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$					
X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$					
							\$					
X UMBRELLA LIAB X OCCUR			20SBWBA1624	11/17/2024	11/17/2025	EACH OCCURRENCE	\$4,000,000					
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$4,000,000					
DED X RETENTION \$ 10,000							\$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			20WBGAD8LUV	11/17/2024	11/17/2025	X PER OTH- STATUTE ER						
ANYPROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$ 1,000,000					
(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000					
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000					
Professional Liability incl. Pollution Liability			C20C99240801	11/17/2024	11/17/2025	Per Claim Aggregate	\$2,000,000 \$3,000,000					
	TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X NON-OWNED AUTOS ONLY X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) f yes, describe under DESSCRIPTION OF OPERATIONS below Professional Liability	TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X HARED AUTOS ONLY X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTINER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) f yes, describe under DESSCRIPTION OF OPERATIONS below Professional Liability	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESSCRIPTION OF OPERATIONS below Professional Liability	TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY X HIRED AUTOS ONLY X LUMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000 WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/RIMEMBER EXCLUDED? (Mandatory in NH) f yes, describe under DESCRIPTION OF OPERATIONS below Professional Liability C20C99240801	TYPE OF INSURANCE INSU WVD POLICY NUMBER (MM/DD/YYYY) X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X HIRED AUTOS ONLY X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE N/ANY PROPRIETOR/PARTNER/EXECUTIVE Professional Liability N/A Professional Liability 11/17/2024 C20SBWBA1624 11/17/2024	TYPE OF INSURANCE INSU WVD POLICY NUMBER (MW/DD/YYYY) X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X LIRED AUT	TYPE OF INSURANCE INSU W/D POLICY NUMBER (MM/DD/YYYY) (MM/DD/YYYYY) (MM/DD/YYYYY) (MM/DD/YYYYY) (MM/DD/YYYYY) (MM/DD/YYYYY) (MM/DD/YYYYY) (MM/DD/YYYYYYY) (MM/DD/YYYYYY) (MM/DD/YYYYY) (MM/DD/YYYYYYY) (MM/DD/YYYYYY) (MM/DD/YYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYY					

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

City of Pembroke Pines is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Pembroke Pines	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
601 City Center Way Pembroke Pines FL 33025	orga B-dedul



SECOND AMENDMENT TO CONTINUING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND R.J. BEHAR & COMPANY, INC.

THIS AMENDMENT ("Second Amendment"), dated March 16, 2024, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

R.J. BEHAR & COMPANY, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **6861 SW 196 Ave, Suite # 302, Pembroke Pines, FL 33332** hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on August 13, 2020, the Parties entered into the Continuing Professional Services Agreement ("Original Agreement") for Civil Engineering, Inspection, Permit Review Services and Development Review Assistance, for an initial three (3) year period, which naturally expired on August 12, 2023; and,

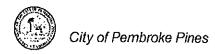
WHEREAS the Original Agreement authorized the renewal thereof at the expiration of the initial term for two (2), additional, one (1) year terms pursuant to written amendments to the Original Agreement; and,

WHEREAS, on June 14, 2023, the Parties executed the First Amendment to the Original Agreement to renew the term thereof for a one (1) year period, which will naturally expire on August 12, 2024; and,

WHEREAS the Parties desire to increase the annual compensation amount not to exceed from EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$85,000.00) to ONE HUNDRED SEVENTY THOUSAND DOLLARS AND ZERO CENTS (\$170,000.00), due to an increase in resurfacing projects in the current year and upcoming years, and further desire to renew the term of the Original Agreement, as amended, for a one (1) year period, as set forth in this Second Amendment.

WITNESSETH

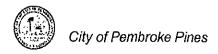
- **NOW, THEREFORE,** for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:
- **SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.
- SECTION 2. The Original Agreement, as amended, is hereby renewed for a one (1) year period commencing on August 13, 2024, and naturally expiring on August 12, 2025.
- **SECTION 3.** Section 4.1 of the Original Agreement, as amended, is hereby revised and amended as set forth below:
 - 4.1 CITY agrees to compensate CONSULTANT pursuant to the amounts agreed to in each amendment or by the rates established in **Exhibit** "B", attached hereto and by this reference made a part hereof, for miscellaneous services required. The total amount of compensation to be provided herein shall not exceed an annual amount of **EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS** (\$85,000.00) for each year of the initial, three (3) year term. The total annual amount of compensation shall not exceed **ONE HUNDRED SEVENTY THOUSAND DOLLARS AND ZERO CENTS** (\$170,000.00) for each one (1) year renewal term.
- SECTION 4. Scrutinized Companies. CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
 - 4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 - 4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
 - 4.2.2 Is engaged in business operations in Syria.
 - **SECTION 5.** Employment Eligibility. CONSULTANT certifies that it is aware of



and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

5.1 **Definitions for this Section.**

- 5.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
- 5.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.
- 5.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 5.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- 5.2 <u>Registration Requirement; Termination.</u> Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
 - 5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - 5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
 - 5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by



the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

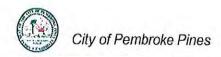
SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 9. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment 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 Second Amendment.

SECTION 10. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY: CITY OF PEMBROKE PINES, FLORIDA APPROVED AS TO FORM: BY: SMAUELS. GORIN MAYOR FRANK C. ORTIS OFFICE OF THE CITY ATTORNEY ATTEST: CHARLES F. DODGE, CITY MANAGER MARLENE D. GRAHAM, CITY CLERK March 16, 2024 DS **CONSULTANT:** R.J. BEHAR & COMPANY, INC. Signed By: Printed Name: Robert J. Behar, P.E. President Title:



601 City Center Way Pembroke Pines, FL 33025 www.ppines.com

Agenda Request Form

Agenda Number: 9.

File ID: 24-0176 Type: Agreements/Contracts Status: Passed

Version: 1 Agenda In Control: City Commission

Section:

File Created: 02/21/2024

Short Title: Contracts Database Report - March 6, 2024 Final Action: 03/06/2024

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

- (A) PFM Asset Management, LLC Investment Management Renewal
- (B) R.J. Behar & Company, Inc. Civil Engineering, Development Review Committee (DRC) Engineering Permit Review and Inspection Related Services - Renewal
- (C) Miller Legg & Associates, Inc. Land Surveying Services Renewal
- (D) Airgas Specialty Products, Inc. Anhydrous Ammonia (NH3) Renewal
- (E) Ferguson Enterprises, LLC. Neptune Commodities and System Maintenance Renewal
- (F) Airgas USA, LLC Liquid Carbon Dioxide Renewal

*Agenda Date: 03/06/2024

Agenda Number: 9.

Internal Notes:

Attachments: 1. Contract Database Report - March 6, 2024, 2. A. PFM Asset Management LLC - Investment

Management (AB), 3. B. R.J. Behar & Company - CEI Agreement (all-backup), 4. C. Miller Legg & Associates, Inc. - Land Surveying Services (AB), 5. D. Airgas Specialty-Ammonia (NH3) (Orig-1 AB), 6. E. Ferguson Enterprises - Commodities and System Maintenance (AB), 7.

Airgas USA-Liquid CO2 (AB)

Related Files:

City Commission 03/06/2024 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner

Castillo, and Commissioner Good Jr.

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

- 1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
- 2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
- 3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) PFM Asset Management, LLC - Investment Management - Renewal

- 1. On May 16th, 2019, the City entered into an Investment Management Agreement with PFM Asset Management LLC for an initial five (5) year period, commencing on June 1st, 2019, and expiring on May 31st, 2024.
- 2. PFM Asset Management LLC, provides the City with Investment Management Services.
- 3. On December 3rd, 2021, the Parties entered into the First Amendment to formalize the City Commission's approval of assignment of the agreement to PFM Asset Management LLC, a wholly-owned subsidiary of U.S. Bancorp Asset Management, Inc., in turn a subsidiary of U.S. Bancorp, continuing to operate as a separate entity and registered investment advisor.
- 4. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional five (5) year terms upon mutual, written consent, evidenced by a written Amendment, and the Agreement provides for a 30-day notice for the City to terminate for convenience.
- 5. The Finance Department recommends that the City Commission approve this Second Amendment for the first, two (2) year renewal term commencing on June 1st, 2024, and expiring on May 31st, 2029, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost: Investment management fees are based on tiers based on the investment balance. The current fees are approximately \$98,600 annually. However, fees are dependent on the amount of funds under management and therefore subject to change.
- **b)** Amount budgeted for this item in Account No: Investment management fees are netted against investment income, which is budgeted in account 361300 Net increase or decrease on investments.

- c) Source of funding for difference, if not fully budgeted: Not Applicable
- **d) 5-year projection of the operational cost of the project**: The City estimates the following fees for the term of the contract.

	CY 2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00	
Expenditures		\$32,900.00	\$100,900.00	\$103,300.00	\$105,800.00	\$108,400.00	\$74,000.00
Net Cost	\$32,900.00	\$100,900.00	\$103,300.00	\$105,800.00	\$108,400.00	\$74,000.00	

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.
- (B) R.J. Behar & Company, Inc. Civil Engineering, Development Review Committee (DRC) Engineering Permit Review and Inspection Related Services Renewal
- 1. On August 13th, 2020, the City entered into an Agreement with R.J. Behar & Company, Inc. for an initial three (3) year period which expired on August 12th, 2023.
- 2. The City contracts R.J. Behar & Company, Inc. to provide Civil Engineering, Development Review (DRC), engineering permit review and inspection related services.
- 3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement, in writing by the parties, for two (2) additional, one (1) year renewal terms.
- 4. On June 14th, 2023, the Parties entered into the First Amendment for the first, one (1) year renewal term, extending the term to August 12th, 2024.
- 5. The City is currently performing a large number of street resurfacing projects, anticipated to continue for the next few years, consequently requiring an increase in annual funding for this agreement from an annual amount not to exceed of \$85,000 to an annual amount not to exceed of \$170,000.
- 6. The Engineering Department recommends that the City Commission approve this Second Amendment to increase the compensation and to enter into the second, and final, one (1) year renewal term commencing on August 13th, 2024, and expiring on August 12th, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) Amendment and Renewal Cost: \$255,000 (additional \$85,000 for current period for an amount not to exceed of \$170,000 plus \$170,000 for the renewal period).
- b) Amount budgeted for this item in Account No:

100-514-6002-531100-0000-000-0000 (Professional Svc - Engineering)

- c) Source of funding for difference, if not fully budgeted: Not Applicable
- d) 2-year projection of the operational cost of the project:

Current Period Renewal Period

(8/2023-8/2024)

(8/2024-8/2025)

Revenues Expenditures \$0.00

\$0.00 add'l \$85.000.00

\$170,000.00

add'l \$85,000.00 Net Cost

\$170,000.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable
- (C) Miller Legg & Associates, Inc. Land Surveying Services Renewal
- On August 5, 2020, the City entered into an Agreement with Miller Legg & Associates, Inc. for the provision of land surveying services, for an initial three (3) year period, which expired on August 4, 2023.
- 2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
- 3. On June 26, 2023, the City executed the First Amendment to the Original Agreement to increase the annual compensation from \$40,000.00 to \$80,000.00 and to renew the term for an additional one (1) year period, which expires on August 4, 2024.
- 4. The Engineering Department recommends that the City Commission approve this Second Amendment to renew the term for an additional one (1) year period, which shall commence on August 5, 2024, and naturally expire on August 4, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

Renewal Cost: \$80,000 Per Year a)

budgeted this in b) Amount for item Account No:

100-541-6002-531100-0000-000-0000

- c) Source of funding for difference, if not fully budgeted: Not Applicable
- d) 2-year contract projection of the operational cost of the consultant services:

Yr. 1 Year 2 Revenues \$0.00 \$0.00

Expenditures \$13,333.33 \$66,666.66 Net Cost \$13,333.33 \$66,666.66

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable
- (D) Airgas Specialty Products, Inc.-Anhydrous Ammonia (NH3)-Renewal
- 1. On April 28, 2023, the City entered into an Agreement with Airgas Specialty Products, Inc. for an initial one (1) year period, which will naturally expire on April 27, 2024.
- 2. Airgas Specialty Products, Inc. provides Anhydrous Ammonia (NH3) with bulk tank equipment and tank maintenance to the CITY's Water Treatment Plant on an as-needed basis.
- 3. Section 3.1 of the Original Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
- 4. The Utilities Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first one (1) year renewal term commencing April 28, 2024 and expiring April 27, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- **a) Initial Cost:** \$52,100.00 (30,000 estimated gallons * \$1.38 + \$75/month rental fees + \$9,800.00 for equipment removal if the contract expires or is cancelled)
- b) Amount budgeted for this item in Account No:

\$41,400 is available in Account no. 471-533-6031-552430-0000-000-0000- (Operating chemicals)

\$10,700 is available in Account no. 471-533-6031-544200-0000-0000-0000- (Rental)

- c) Source of funding for difference, if not fully budgeted: Not Applicable.
- d) 5 year projection of the operational cost of the project

Current FY Year 2

Revenues \$.00 \$.00

Expenditures \$17,625.00 \$34,475.00 Net Cost \$17,625.00 \$34,475.00

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(E) Ferguson Enterprises, LLC. - Neptune Commodities and System Maintenance - Renewal

- 1. On April 7, 2021, the City entered into an Agreement with Sunstate Meter and Supply, Inc. for the provision of Neptune water meters, accessories and related system software and system maintenance services for an initial three (3) year period, which expires on April 6, 2024.
- 2. On January 12, 2022, the City entered into an Assignment, Assumption, and Consent Agreement, in which Sunstate Meter and Supply, Inc., assigned and transferred all obligations, duties and liabilities to Ferguson Enterprises, LLC.
- 3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
- 4. As part of the City's function sourcing contractor agreement, Jacobs personnel replaces at least 2,000 water meters every year.
- 5. Neptune ship dates range from five to ten months out from the order date. Various orders placed in the last term were not received until this term. Water meter replacement and installation throughout the City continues daily as needed. Additional water meters are needed outside of the orders already made and received this year.
- 6. An increase in the total compensation for Year 3 (4/7/2023-4/6/2024) is needed of \$135,191.15 due to a final order made to satisfy the need for water meter replacements and to utilize the meter rates expiring soon.
- 7. The contractual balance remaining is \$40,753.75. Below is a breakdown of the items

needed prior to the expiration of the current term:

	Qty	Unit Price	Total
5/8 x 3/4 R900 Water Meters	582	\$ 180.00	\$ 104,760.00
6 Ft. Antenna Assembly	582	\$ 16.75	\$ 9,748.50
Neptune 360 Software Maintenance	45000	\$ 0.82	\$ 36,900.00
Belt Clip Annual Entitlement Fee	14	\$ 561.60	\$ 7,862.40
MRX Annual Entitlement Fee	7	\$ 2,382.00	\$ 16,674.00
			\$ 175,944.90
Contractual Balance Remaining			\$ 40,753.75
Additional Amount Not to Exceed			\$ 135,191.15

- 8. The current agreement allows for a CPI increase of up to 3%; however, the Utilities Department recommends that the City accepts the manufacturer's rate increase based on Ferguson Enterprises being the Sole Source provider of Neptune water meters and parts. In addition, it should be noted that the original price remained fixed for the initial 3 year period.
- 9. The Utilities Department recommends that the City Commission approve this First Amendment to increase the annual amount by \$135,191.15 for a total annual amount of \$879,651.15 for the current term which shall expire on April 6, 2024. Furthermore, the Utilities Department recommends for the City Commission to approve the renewal of the Agreement for an additional one (1) year period, which shall commence on April 7, 2024, and naturally expire on April 6, 2025, and the increase of the annual amount to \$1,314,709.40 for the aforementioned renewal period.

FINANCIAL IMPACT DETAIL:

- **a)** Amendment and Renewal Cost: \$1,449,900.55 (Additional \$135,191.15 for the current period which will expire on April 6, 2024, for an amount not to exceed \$879,651.15, plus \$1,314,709.40 for the new period which shall commence on April 7, 2024, and expiring on April 6, 2025.)
- b) Amount budgeted for this item in Account No:

471-533-6032-552651-0000-000-0000- (Non-capital Meters)

- c) Source of funding for difference, if not fully budgeted:
- d) 2-year projection of the operational cost of the project:

Current Year Year 2

(expiring 04/06/24) (04/07/24-04/07/25)

Revenues \$.00 \$.00

Expenditures \$135,191.15 \$1,314,709.40 Net Cost \$135,191.15 \$1,314,709.40

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function

sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(F) Airgas USA, LLC-Liquid Carbon Dioxide-Renewal

- 1. On April 4, 2023, the City Commission approved the Agreement with Airgas USA, LLC. retroactive to March 15, 2023 (effective date of the CO-OP contract) for an initial one (1) year period, which shall naturally expire on March 14, 2024.
- Airgas USA, LLC. provides carbon dioxide on an as-needed basis utilizing the pricing established by the Southeast Florida Governmental Cooperative Purchasing Group (CO-OP) ITB# T-11-23.
- 3. The City of Pompano Beach, as lead agency for the Southeast Florida Governmental Purchasing Cooperative (Co-Op), issued Invitation for Bid (IFB) #T-11-23 for Carbon Dioxide and, on February 28, 2023, awarded a one (1) year contract with Airgas USA, LLC., who was the sole bidder. The contract provides for two (2) one (1) year renewal options.
- 4. The City of Pompano Beach and Airgas USA, LLC. renewed their agreement for an additional one (1) year period, which shall expire on February 28, 2025.
- 5. Utilities Department recommends City Commission to approve the rate increase from \$0.225/lb. or \$450/tn. to \$0.265/lb or \$530/tn. and the continued purchase of carbon dioxide for an additional one (1) year period, which shall naturally expire on February 28, 2025.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost: \$387,680 (\$530 x 730 Tons)+(\$65 x 12 months)
- **b)** Amount budgeted for this item in Account No: \$65,000 in Account No. 471-533-6031-552430-0000-0000-(Operating Chemicals) and \$65,411.32 is encumbered on PO# 20240276

\$780 in Account No. 471-533-6031-544200-0000-000-0000- (Rental)

- c) Source of funding for difference, if not fully budgeted: \$78,802 is available in Account no. 471-535-6022-552430-0000-0000-(Operating Chemicals). A budget adjustment will be requested if the funds are needed.
- d) 2 year projection of the operational cost of the project

Current FY Year 2
Revenues \$.00 \$.00

Expenditures \$209,993.32 \$177,686.65 Net Cost \$209,993.32 \$177,686.65

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2023

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 have ADDITIONAL INSURED provisions or 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).

COVEDACES	CERTIFICATE NUMBER, 1061007404	DEVICION NUMBER.				
		INSURER F:				
Pembroke Pines FL 33332		INSURER E :				
Suite 302		INSURER D:				
6861 S.W. 196th Avenue		INSURER c : Beazley Insurance Company, Inc.	37540			
insured R.J. Behar & Company, Inc.	RJBEHAR	ınsurer в : Hartford Casualty Insurance Company	29424			
		INSURER A: Sentinel Insurance Company, Ltd.	11000			
		INSURER(S) AFFORDING COVERAGE	NAIC#			
Greyling Ins Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta GA 30022		E-MAIL ADDRESS: ACECcertificates@greyling.com				
		PHONE (A/C, No, Ext): 7705524225 FAX (A/C, No):				
PRODUCER (EDIC		CONTACT NAME: ACEC Certificate Specialist				
	. 9					

COVERAGES CERTIFICATE NUMBER: 1861207404 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.

ISR TR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Χ	COMMERCIAL GENERAL LIABILITY			20SBWBA1624	11/17/2023	11/17/2024	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
A	AUT	OMOBILE LIABILITY			20UEGNG0289	11/17/2023	11/17/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	Χ	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
۸	Х	UMBRELLA LIAB X OCCUR			20SBWBA1624	11/17/2023	11/17/2024	EACH OCCURRENCE	\$4,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$4,000,000
		DED X RETENTION \$ 10,000							\$
		KERS COMPENSATION EMPLOYERS' LIABILITY			20WBGAD8LUV	11/17/2023	11/17/2024	X PER OTH- STATUTE ER	
	ANYF	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
С		essional Liability Pollution Liability			C20C99230701	11/17/2023	11/17/2024	Per Claim Aggregate	2,000,000 3,000,000

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

City of Pembroke Pines is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Pembroke Pines	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
601 City Center Way Pembroke Pines FL 33025	AUTHORIZED REPRESENTATIVE Negg B-dechal

From: Rotstein, Daniel
To: Rojas, Dominique

Subject: FW: R. J. Behar & Company, Inc. - Civil Engineering, Inspection, Permit Review Services & Development Review

Assistance - RFQ # PSEN-19-07 - Risk Approval Request

Date: Wednesday, February 7, 2024 5:43:40 PM

Attachments: COI (GL, Auto, Umbr, WC, PL, Poll) Expires 11-17-2024.pdf

R.J. Behar & Company, Inc. - CEI - 2nd Amendment.pdf

Approved

From: Rojas, Dominique <drojas@ppines.com> **Sent:** Wednesday, February 7, 2024 4:36 PM **To:** Rotstein, Daniel <drotstein@ppines.com> **Cc:** Contracts <contracts@ppines.com>

 $\textbf{Subject:} \ \textbf{R. J. Behar \& Company, Inc. - Civil Engineering, Inspection, Permit Review Services \& Permit Review Services & Permit Review Ser$

Development Review Assistance - RFQ # PSEN-19-07 - Risk Approval Request

Dear Daniel,

Good afternoon. Please could you review the attached, updated certificate of insurance? For your reference we are also attaching the Second Amendment to the agreement and the all-back-up file is available via the link below:

https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:5424ac49-8710-4bfd-a61e-c3254e9e4e30

We stand by to know of your approval/comments, with kindest regards,

Dominique Rojas • Contracts Specialist

Finance Department

City of Pembroke Pines

601 City Center Way, Pembroke Pines, FL 33025

Direct: 954-392-9436

Email: drojas@ppines.com

Main: 954-392-9435

Team Email: contracts@ppines.com

www.ppines.com

City Hall hours: Monday-Thursday 7am-6pm (closed on Fridays)

FIRST AMENDMENT TO CONTINUING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND R. J. BEHAR & COMPANY, INC.

THIS AMENDMENT ("First Amendment"), dated __June_14, 2023 _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

R. J. BEHAR & COMPANY, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of 6861 SW 196 Ave., Suite #302, Pembroke Pines, FL 33332, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on August 13, 2020, the Parties entered into the Continuing Professional Services Agreement ("Original Agreement") to provide civil engineering, inspection, permit review services and Development Review Committee Assistance on an as-needed basis, pursuant to Request for Proposals ("RFP") PSEN-19-07, for an initial three (3) year period, which will expire on August 12, 2023; and,

WHEREAS, the Original Agreement authorized the renewal thereof by the Parties in writing, at the expiration of the initial term for two (2) additional, one (1) year terms; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement for a one (1) year period commencing on August 13, 2023 and naturally expiring on August 12, 2024, as set forth in this First Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement is hereby renewed for a one (1) year period



commencing on August 13, 2023 and naturally expiring on August 12, 2024.

SECTION 3. Scrutinized Companies.

- 3.1 CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
 - 3.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 - 3.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 3.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
 - 3.1.2.2 Is engaged in business operations in Syria.
- **SECTION 4.** Employment Eligibility. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section.

- 4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
- 4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.
- 4.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 4.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- 4.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida



Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- 4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- 4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- 4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.
- **SECTION 5.** In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.
- **SECTION 6.** The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.
- **SECTION 7.** Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.
- **SECTION 8.** Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment 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 First Amendment.
 - SECTION 9. This First Amendment may be executed by hand or electronically in



multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

ING, the Parties have set their hands and seals the day
•
CITY: CITY OF PEMBROKE PINES, FLORIDA
A 1
BY: MAYOR FRANK C. ORTIS
WATOR FLANK C. OKTIS
BY:
CONSULTANT:
R. J. BEHAR & COMPANY, INC. Signed By:



601 City Center Way Pembroke Pines, FL 33025 www.ppines.com

Agenda Request Form

Agenda Number: 11.

File ID: 23-0052 Type: Agreements/Contracts

Type: Agreements/Contracts Status: Passed

Version: 1 Agenda In Control: City Commission

Section:

File Created: 01/23/2023

Short Title: Contracts Database Report - June 7th, 2023 Final Action: 06/07/2023

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

- (A) MSL, P.A. Commission Auditor Renewal
- (B) Broward County Community Shuttle Service Renewal
- (C) Marlin Engineering, Inc Traffic Engineering Renewal
- (D) R.J. Behar & Company, Inc. Civil Engineering, Development Review Committee
- (DRC) Engineering Permit Review and Inspection Related Services Renewal
- (E) Hawkins Water Treatment Group, Inc. Purchase of Ammonia Sulfate 40% Renewal

ITEMS (F) AND (G) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

- (F) The McClatchy Company, LLC Printing of Newspapers Non-Renewal
- (G) The McClatchy Company, LLC Direct Mail Advertising Agreement Non-Renewal

*Agenda Date: 06/07/2023

Agenda Number: 11.

Internal Notes:

Attachments: 1. Contracts Database Report - June 7th, 2023, 2. A. MSL, P.A. - Commission Auditor

Agreement (all backup), 3. B. Broward County - Community Shuttle Service (all backup), 4. C. Marlin Engineering-Traffic Engineering (all backup), 5. D. R J BEHAR COMPANY INC - PSEN-19-07 - Professional Services (all backup), 6. E. Hawkins Water Treatment Group - Purchase of Amonia Sulfate 40% (all backup), 7. F. McClatchy Company - Printing of Newspapers (AB), 8. G. McClatchy Company, LLC - Direct Mail Advertising (AB)

1 City Commission 06/07/2023 approve Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner

Good Jr., and Commissioner Castillo

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

- 1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
- 2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
- 3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) MSL, P.A. - Commission Auditor - Renewal

- 1. On June 12th, 2016 the City Commission approved to enter into a new agreement with Moore Stephens Lovelace, P.A. for a seven (7) year term to perform commission auditor services for the City Commission, in accordance with the requirements set forth in Section 218.391, Florida Statutes, and Section 4.13 of the City's Code of Ordinance.
- 2. On July 12th, 2016, the City and Moore Stephens Lovelace, P.A. ("Commission Auditor") entered into a Professional Services Agreement for a seven (7) year period which will expire on August 2nd, 2023, with no renewal options.
- 3. On October 7th, 2020, the parties executed the First Amendment to change the Commission Auditor's corporate name to MSL, P.A.
- 4. MSL, P.A. is requesting for the City Commission to allow the Agreement to be amended to extend the term for an additional seven (7) year term and to allow for additional renewals upon mutual written consent.
- 5. Request Commission approve the Second Amendment to extend the term of the Original

Agreement, as amended, for a seven (7) year period commencing on August 3rd, 2023 and expiring on July 31st, 2030, and to allow the Agreement to be renewed for additional terms upon mutual written consent of the parties.

FINANCIAL IMPACT DETAIL:

- **a) Renewal Cost:** \$1,750,000 (\$250,000 Annually, comprised of an annual Audit Plan fee of \$22,500.00, leaving approximately \$227,500.00 to execute the annual audit plan, as approved by Commission on an annual basis).
- **b)** Amount budgeted for this item in Account No: 001-511-0100-534990-0000-0000 Other Svc
- c) Source of funding for difference, if not fully budgeted: Not Applicable.
- d) 5-year projection of the operational cost of the project:

	FY 2023-24		FY 2024-25 FY 2025-26		FY 2026-27	FY 2027-28	
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00		
Expenditures	\$250,000.00		\$250,000.00		\$250,000.00	\$250,000.00	\$250,000.00
Net Cost	\$250,000.00)	\$250,000.00	\$2	50,000.00	\$250,000.00	\$250,000.00

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(B) Broward County - Community Shuttle Service - Renewal

- 1. On October 2, 2019, the City Commission approved for the City to enter into an Agreement with Broward County for an initial two (2) year period, commencing on October 1, 2019, and expiring on September 30, 2022.
- 2. Broward County Transit Division supplements the mass transit county system and provides funding and community bus transportation to the residents of Pembroke Pines. The service includes the blue, gold, and green routes.
- 3. Section 5.1 of the Original Agreement authorizes renewal of the Original Agreement for two (2) additional one (1) year periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration of the current term.

- 4. On August 3, 2022, the City Commission approved the first, one (1) year renewal term which will expire on September 30, 2023.
- 5. Broward County has provided confirmation of renewal for the term from October 1, 2023, to September 30, 2024.
- 6. The Community Services Department recommends that the City Commission approve renewal of the Agreement for the second, one (1) year renewal term commencing on October 1, 2023, and expiring on September 30, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: Transfer from Road & Bridge Fund:

\$274,925 128-000-8004-381100-0000-000-0000 \$ 29,408 128-000-8004-381100-0000-000-0000-00042 \$304,333 TOTAL

b) Amount budgeted for this item in Account No:

\$541,047 Gold & Green Routes 128-000-8004-337410-0000-000-0000 BCT Grant \$65,900 Blue Route 128-000-8004-337410-0000-0000-00042 BCT Grant \$606,947 Total Revenue

- c) Source of funding for difference, if not fully budgeted: Not Applicable.
- d) 1-year projection of the operational cost of the project:

Current FY
Revenues \$606,947.00
Expenditures \$911,280.00
Net Cost \$304,333.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(C) Marlin Engineering, Inc-Traffic Engineering-Renewal

1. On August 5, 2020, the City Commission approved for the City to enter into a Continuing Professional Agreement with Marlin Engineering, Inc. for an initial three (3) year period, which will naturally expire on August 4, 2023.

- 2. Marlin Engineering, Inc. provides engineering review of traffic issues associated with new and modified projects for the Development Review Committee and performs traffic engineering reviews of projects submitted for permitting and miscellaneous traffic projects.
- 3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2), additional, one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
- 4. The Engineering Department recommends that the City Commission approve this First Amendment for the first, one (1) year renewal term which shall commence on August 5, 2023 and shall naturally expire on August 4, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost: \$85,000 (Per Year)
- b) Amount budgeted for this item in Account No: 001-519-6006-531100-0000-0000
- c) Source of funding for difference, if not fully budgeted: Not Applicable.
- d) 1-year projection of the operational cost of the project

Contract Yr. 1

Revenues \$0.00

Expenditures \$85,000.00 Net Cost \$85,000.00

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable
- (D) R.J. Behar & Company, Inc. Civil Engineering, Development Review Committee (DRC) Engineering Permit Review and Inspection Related Services Renewal
- 1. On August 5th, 2020, the City entered into an Agreement with R.J. Behar & Company, Inc. for an initial three (3) year period which will expire on August 12th, 2023.
- 2. The City contracts R.J. Behar & Company, Inc. to provide Civil Engineering, Development Review (DRC), engineering permit review and inspection related services.

- 3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement, in writing by the parties, for two (2) additional, one (1) year renewal terms.
- 4. The Engineering Department recommends that the City Commission approve this First Amendment for the first, one (1) year renewal term commencing on August 13th, 2023 and expiring on August 12th, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost: \$85,000.00 (Per Contract Year)
- b) Amount budgeted for this item in Account No: 001-519-6006-531100-0000-0000
- c) Source of funding for difference, if not fully budgeted: Not Applicable
- d) 1-year projection of the operational cost of the project:

FY 2022-23 FY 2023-24

Revenues \$0.00 \$0.00

Expenditures \$7,083.00 \$77,917.00 Net Cost \$7,083.00 \$77,917.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(E) Hawkins Water Treatment Group, Inc. - Purchase of Ammonia Sulfate 40% - Renewal

- 1. On March 23, 2022, the City entered into an Agreement with Hawkins Water Treatment Group, Inc. for an initial one (1) year period, which expired on March 22, 2023.
- 2. Hawkins Water Treatment Group, Inc. provides ammonia sulfate 40% for the City's Water Treatment Plant.
- 3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
- 4. On March 28, 2023, the Parties entered into the First Amendment to the Original

Agreement, to extend the term for an additional ninety (90) days, which expires on June 21, 2023.

5. The Utilities Department recommends that the City Commission approve this Second Amendment to increase the total annual compensation from \$22,750.00 to \$33,250.00 effective June 21, 2023, and to extend the term for an additional period which shall commence on June 22, 2023 and naturally expire on June 21, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost: \$33,250.00 (7,000 estimated gallons x \$4.75/gal)
- b) Amount budgeted for this item in Account No:

471-533-6031-552430-0000-000-0000- (Operating chemicals)

- c) Source of funding for difference, if not fully budgeted: Not Applicable.
- d) 2 year projection of the operational cost of the project

Current FY Year 2
Revenues \$0.00 \$.00

Expenditures \$8,312.50 \$24,937.50 Net Cost \$8,312.50 \$24,937.50

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(F) The McClatchy Company, LLC - Printing of Newspapers - Non-Renewal

- 1. On August 31, 2015, the City entered into an agreement with the McClatchy Company, LLC. for an initial two (2) year period, which expired on August 30, 2017.
- 2. McClatchy Company, LLC. provides the City's Media Division with the printing of the Pembroke Pines City Connect publication.
- 3. On August 30, 2017, the City executed the First Amendment to the Original Agreement, to increase the annual compensation from \$20,466.00 to \$25,734.00 and to renew the term for an additional one (1) year period, which expired on August 30, 2018.

- 4. On August 30, 2018, the City executed the Second Amendment to the Original Agreement, as amended, to renew the term for an additional one (1) year period, which expired on September 30, 2019.
- 5. On September 5, 2019, the City executed the Third Amendment to the Original Agreement, as amended, to decrease the annual compensation to \$24,876.00 and to renew the term for an additional two (2) year period, which expired on September 30, 2021.
- 6. On August 8, 2021, the City executed the Fourth Amendment to the Original Agreement, as amended, to increase the annual compensation to \$274,240.00 and to renew the term for an additional two (2) year period which expires on September 30, 2023.
- 7. On February 2, 2022, the City executed the Fifth Amendment to the Original Agreement, as amended, to increase the annual compensation to \$29,028.00.
- 8. On January 18, 2023, the City executed the Sixth Amendment to the Original Agreement, as amended, to increase total annual compensation to \$31,290.00.
- 9. The City's Media Division will not renew the agreement for additional periods and has commenced a new procurement process to secure these services.

(G) The McClatchy Company, LLC - Direct Mail Advertising Agreement - Non-Renewal

- 1. On August 24, 2015, the City entered into an agreement with the McClatchy Company, LLC. for an initial two (2) year period, which expired on August 23, 2017.
- 2. McClatchy Company, LLC. provides the City's Media Division with the distribution of the City Connect newspaper to the residents and businesses throughout the City of Pembroke Pines.
- 3. On September 14, 2017, the City executed the First Amendment to the Original Agreement, to increase the annual compensation from \$13,061.58 to \$13,688.40 and to renew the term for an additional two (2) year period, which expired on August 23, 2019.
- 4. On October 10, 2019, the City executed the Second Amendment to the Original Agreement, as amended, to renew the term for an additional two (2) year period, which expired on September 30, 2021.
- 5. On August 25, 2021, the City executed the Third Amendment to the Original Agreement, as amended, to increase the annual compensation to \$14,349.66 and to renew the term for an additional two (2) year period, which expired on September 30, 2023.
- 6. On March 30, 2022, the City executed the Fourth Amendment to the Original Agreement, as amended, to add an annual map and address filing fee of \$1,591.70 increasing the annual compensation to \$15,941.36.

Agenda Request Form Continued (23-0052)

- 7. On October 24, 2022, the City executed the Fifth Amendment to the Original Agreement, as amended, to increase the annual compensation to \$22,824.62 effective October 1, 2022.
- 8. On February 2, 2023, the City executed the Sixth Amendment to the Original Agreement, as amended, to increase total annual compensation to \$29,967.14 effective January 6, 2023.
- 9. The City's Media Division will not renew the agreement for additional periods and has commenced a new procurement process to secure these services.

RJBEHARC

ACORD... CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2022

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

ting octanioate does not come any rights to the certificate notice in near	or such chacksement(s).			
PRODUCER	CONTACT Sahleem Julien			
Greyling Ins. Brokerage/EPIC	PHONE (A/C, No, Ext): 770-670-5327 FAX (A/C, No):			
3780 Mansell Rd. Suite 370	E-MAIL ADDRESS: ACECCertificates@greyling.com			
Alpharetta, GA 30022	INSURER(S) AFFORDING COVERAGE			
	INSURER A : Sentinel Insurance Co Ltd	11000		
INSURED	INSURER B : Hartford Casualty Ins. Co.	29424		
R.J. Behar & Company, Inc.	INSURER C : Beazley Insurance Company, Inc.	37540		
6861 S.W. 196th Avenue	INSURER D:			
Suite 302	INSURER E:			
Pembroke Pines, FL 33332	INSURER F:			

COVERAGES CERTIFICATE NUMBER: 22-23 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.

	CLL	ISIONS AND CONDITIONS OF SUCH					MS.	
INSR LTR		TYPE OF INSURANCE	ADDL SUBI	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X	COMMERCIAL GENERAL LIABILITY		20SBWBA1624	11/17/2022	11/17/2023	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
		POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:						\$
Α	AUT	OMOBILE LIABILITY		20UEGNG0289	11/17/2022	11/17/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
Α	X	UMBRELLA LIAB X OCCUR		20SBWBA1624	11/17/2022	11/17/2023	EACH OCCURRENCE	\$4,000,000
		EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$4,000,000
		DED X RETENTION \$10,000						\$
В		RKERS COMPENSATION DEMPLOYERS' LIABILITY		20WBGAD8LUV	11/17/2022	11/17/2023	X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE T / N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mai	ndatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
		s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	Pro	ofessional		V20C99220601	11/17/2022	11/17/2023	Per Claim \$2,000,00	0
	& F	Pollution					Aggregate \$3,000,00	00
	Lia	bility						
		•			·	·		•

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

City of Pembroke Pines is named as an Additional Insured on the above referenced liability policies with
the exception of workers compensation & professional liability where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Pembroke Pines 601 City Center Way Hollywood, FL 33025	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
	DAN. Collings

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RJBEHARC

ACORD... CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/12/2021

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

ting octanioate does not come any rights to the certificate notice in near	or such chacksement(s).			
PRODUCER	CONTACT Sahleem Julien			
Greyling Ins. Brokerage/EPIC	PHONE (A/C, No, Ext): 770-670-5327 FAX (A/C, No):			
3780 Mansell Rd. Suite 370	E-MAIL ADDRESS: ACECCertificates@greyling.com			
Alpharetta, GA 30022	INSURER(S) AFFORDING COVERAGE			
	INSURER A : Sentinel Insurance Co Ltd	11000		
INSURED	INSURER B : Hartford Casualty Ins. Co.	29424		
R.J. Behar & Company, Inc.	INSURER C : Beazley Insurance Company, Inc.	37540		
6861 S.W. 196th Avenue	INSURER D:			
Suite 302	INSURER E:			
Pembroke Pines, FL 33332	INSURER F:			

COVERAGES CERTIFICATE NUMBER: 21-22 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.

	(CLUSIONS AND CONDITIONS OF SUCH					MS.	
INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X COMMERCIAL GENERAL LIABILITY		20SBWBA1624	11/17/2021	11/17/2022	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY		20UEGNG0289	11/17/2021	11/17/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
Α	X UMBRELLA LIAB X OCCUR		20SBWBA1624	11/17/2021	11/17/2022	EACH OCCURRENCE	\$4,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$4,000,000
	DED X RETENTION \$10000						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		20WBGAD8LUV	11/17/2021	11/17/2022	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	117.6				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
С	Professional		V20C99210501	11/17/2021	11/17/2022	Per Claim \$2,000,00	0
	& Pollution					Aggregate \$3,000,00	00
	Liability						

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

City of Pembroke Pines is named as an Additional Insured on the above referenced liability policies with
the exception of workers compensation & professional liability where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Pembroke Pines 601 City Center Way Hollywood, FL 33025	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
1	DAH. Gllinga

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RJBEHARC

ACORD... CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/11/2020

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this certificate does not comer any rights to the certificate notice in he	· · · · · · · · · · · · · · · · · · ·		
PRODUCER	CONTACT Nicole Larsen		
Greyling Ins. Brokerage/EPIC	PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-	-550-4082	
3780 Mansell Rd. Suite 370	E-MAIL ADDRESS: Nicole.Larsen@greyling.com		
Alpharetta, GA 30022	INSURER(S) AFFORDING COVERAGE		
	INSURER A: Sentinel Insurance Co Ltd	11000	
INSURED	INSURER B: Hartford Casualty Ins. Co.	29424	
R.J. Behar & Company, Inc.	INSURER C : Beazley Insurance Company, Inc.	37540	
6861 S.W. 196th Avenue	INSURER D:		
Suite 302	INSURER E:		
Pembroke Pines, FL 33332	INSURER F:		

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	CLUSIONS AND CONDITIONS OF SUCH					MS.	
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Α	X COMMERCIAL GENERAL LIABILITY		20SBWBA1624	11/17/2020	11/17/2021	EACH OCCURRENCE	\$1,000,000
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						MED EXP (Any one person)	\$10,000
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	POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY		20UEGNG0289	11/17/2020	11/17/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
Α	X UMBRELLA LIAB X OCCUR		20SBWBA1624	11/17/2020	11/17/2021	EACH OCCURRENCE	\$4,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$4,000,000
	DED X RETENTION \$10000						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		20WBGAD8LUV	11/17/2020	11/17/2021	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
С	Professional Liab		V20C99200401	11/17/2020	11/17/2021	Per Claim \$2,000,00	0
	& Pollution					Aggregate \$3,000,00	00
	Liability						

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•	AUTHORIZED REPRESENTATIVE	
1	DAN. Collings	

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CONTINUING PROFESSIONAL SERVICES AGREEMENT

۶,

THIS IS AN AGREEMENT ("Agreement"), dated the 5 day of Quy of 2020 by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 601 City Center Way, Pembroke Pines, Florida 33025 (hereinafter referred to as the "CITY").

and

R.J. BEHAR COMPANY, INC., a For Profit Corporation, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of 6861 SW 196 Avenue, Suite 302, Pembroke Pines, FL 33332 (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties".

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective Parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On October 22, 2019, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide civil engineering, inspection, permit review services and Development Review Committee Assistance as more particularly described in Exhibit "A", attached hereto and by this reference made a part hereof, for the said bid entitled:

RFO # PSEN-19-07

"Civil Engineering, Inspection, Permit Review Services and Development Review Assistance"

1.2 On **November 12, 2019**, the bids were opened at the offices of the City Clerk.

- 1.3 On April 15, 2020, the CITY approved the findings and recommendation of the evaluation committee and certified CONSULTANT as qualified to provide various professional services that the CITY may need or that may arise, in accordance with the Consultants' Competitive Negotiation Act, § 287.055(3)(c), Florida Statutes.
- 1.4 CITY awarded the bid to CONSULTANT and authorized the proper CITY officials to negotiate and enter into an agreement with CONSULTANT to render the services more particularly described herein below. Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken in accordance with the Consultants' Competitive Negotiation Act (CCNA), §287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.
- 1.5 In the event of any conflicts between this Agreement and any exhibits hereto, this Agreement shall prevail, followed by the bid specifications attached hereto as **Exhibit** "A", and by reference made a part hereof.

ARTICLE 2 SERVICES AND RESPONSIBILITIES

- 2.1 The CITY may request from CONSULTANT from time to time, on an as needed basis, to provide civil engineering, inspection, permit review services and Development Review Committee Assistance as more particularly described in **Exhibit "A"**, attached hereto and by this reference made a part hereof. These requests will describe the scope of work, desired time frame for its completion and the method of payment to be used. Upon receipt of these requests, the CONSULTANT shall timely review the scope of work and schedule described in each request, and provide the CITY with a not to exceed fee or a list of professionals required for the assignment and an estimate of the work hours required to accomplish the services. Once an understanding is reached between the CITY and CONSULTANT regarding the scope, schedule, and fee, the CITY may, in its sole discretion, issue a work order authorizing CONSULTANT to perform the services. The CONSULTANT's fee and cost proposal shall be based upon the hourly rates set forth on **Exhibit "B"**, attached hereto and by this reference made a part hereof.
- 2.2 The scope of work set forth in **Exhibit "A"**, includes a list of projects that the CONSULTANT may be engaged to perform. In accordance with Article 5 of this Agreement, the CITY, in its sole discretion, may add or remove projects to or from this list, subject to the requirements of § 287.055, Florida Statutes.
- 2.3 CONSULTANT may furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner.
- 2.4 CONSULTANT hereby represents CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.
- 2.5 CONSULTANT assumes professional and technical responsibility for performance of its [00383008.1 1956-7601851]

services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

- 2.6 All services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "continuing contract" in Section 287.055(2)(g), Florida Statutes as amended from time to time.
- 2.7 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.
- 2.8 CONSULTANT shall comply with the applicable provisions of the City of Pembroke Pines Code of Ordinances. CONSULTANT shall require that all sub-consultants comply with the applicable provisions of the City of Pembroke Pines Code of Ordinances.

ARTICLE 3 TERM FOR PERFORMANCE AND TERMINATION

- 3.1 CONSULTANT shall perform the services identified in Article 2 within the time frame set forth in each written request. Minor adjustments to the timetable for completion approved by CITY in advance, in writing, will not constitute non-performance by CONSULTANT pursuant to this Agreement.
- 3.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the CITY for projects which the CITY from time to time authorizes CONSULTANTS' services in connection therewith. Notwithstanding the foregoing, the term of this Agreement shall be **three** (3) **years**. This Agreement may be renewed in writing by the Parties hereto for two (2) additional one (1) year terms.
- 3.3 This Agreement may be terminated by either party for cause, or by either party for convenience. If terminated for convenience, the terminating party shall provide to the other party thirty (30) days' written notice, in which event the CONSULTANT shall be paid its compensation for services performed to termination date. [NOTE: CONSULTANT may not terminate existing work orders for convenience after they have been accepted by CONSULTANT pursuant to the terms of this Agreement.] In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

- 4.1 CITY agrees to compensate CONSULTANT pursuant to the amounts agreed to in each amendment or by the rates established in **Exhibit "B"**, attached hereto and by this reference made a part hereof, for miscellaneous services required. The total amount of compensation to be provided herein shall not exceed an annual amount of **EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$85,000.00)**.
- 4.2 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY.
- 4.3 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.
- 4.4 Payment will be made to CONSULTANT at:

R.J. Behar & Company, Inc. 6861 SW 196 Avenue, Suite 302 Pembroke Pines, FL 33332

ARTICLE 5 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

- 5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the scope, as described in **Exhibit "A"**, to be provided under this Agreement, subject to the requirements set forth in Section 287.055, Florida Statutes. Such changes or additional work must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.
- 5.2 CONSULTANT shall continue work when seeking a change order unless work has not been authorized herein, or by written amendment or change order, executed by the parties hereto, with the same formality, equality, and dignity herewith. Work to be performed while a seeking change order which has not been described herein or in a separate written agreement shall be performed at the CONSULTANT's own risk. CITY shall not be responsible for any payments requested pursuant to a change order until the change order is approved by the CITY.
- 5.3 In no event will the CONSULTANT be compensated for any services which have not been described either herein, in a signed work order, or an amendment executed by the Parties hereto with the same formality and equal dignity herewith.

ARTICLE 6
INDEMNIFICATION

- 6.1 CONSULTANT shall indemnify and save harmless the CITY, its elected and appointed officials, agents, servants and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees and appellate costs, sustained by the CITY, its elected and appointed officials, agents, servants or employees arising out of, or by reason of, or resulting from the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its agents, servants or employees in the performance under this Agreement.
- 6.2 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the total compensation received by CONSULTANT. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.
- 6.4 Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the parties responsibility to indemnify.
- 6.5 Nothing contained here is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 7 INSURANCE

- 7.1 The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.
- 7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY, nor shall the CONSULTANT allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- 7.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot

provide thirty (30) days' notice of cancellation, either the CONSULTANT or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONSULTANT shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

CONSULTANT shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No
✓ □

- 7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:
 - 1. Each Occurrence Limit \$1,000,000
 - 2. Fire Damage Limit (Damage to rented premises) \$100,000
 - 3. Personal & Advertising Injury Limit \$1,000,000
 - 4. General Aggregate Limit \$2,000,000
 - 5. Products & Completed Operations Aggregate Limit \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

√□ 7.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and all subcontractors shall be in accordance with applicable state and/or federal laws that may

apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory

2. Employers Liability: Coverage B \$500,000 Each Accident

\$500,000 Disease – Policy Limit \$500,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

Yes No

- ☐ × 7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:
 - 1. Any Auto (Symbol 1)
 Combined Single Limit (Each Accident) \$1,000,000
 - 2. Hired Autos (Symbol 8)
 Combined Single Limit (Each Accident) \$1,000,000
 - 3. Non-Owned Autos (Symbol 9) Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No ✓

7.6.3.1 If CONSULTANT requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No
✓ □

7.6.4 Umbrella/Excess Liability Insurance in the amount of \$2,000,000 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No ✓ 🔲

7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less

{00383008.1 1956-7601851} CPSA CCNA 2020 than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

☐ ★

7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONSULTANT's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

□ x 7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ **×** 7.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONSULTANT is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ × 7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence

basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ 🗴

7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No ☐ **≭**

7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No ☐ **≭**

7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONSULTANT and subcontractors of the project. The CONSULTANT shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for The CITY reserves the right at its sole discretion to utilize the the project. CONSULTANT's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONSULTANT purchasing the Builder's Risk insurance for the project, the CONSULTANT shall allow the CITY the opportunity to analyze the CONSULTANT's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONSULTANT's Builder's Risk Insurance, the CONSULTANT shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONSULTANT shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONSULTANT shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONSULTANT's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.
- 7.8 Any and all insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of this Agreement.
- 7.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- 7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONSULTANT has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 8 NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONSULTANT nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting

forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that CONSULTANT will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9 INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of CONSULTANT's funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10 AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 11 UNCONTROLLABLE FORCES

- 11.1 Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable (00383008.1 1956-7601851)

dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12 GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13 SIGNATORY AUTHORITY

CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signatory for CONSULTANT has the authority to enter into this Agreement.

ARTICLE 14 DEFAULT OF CONTRACT & REMEDIES

- 14.1 <u>Damages</u>. CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.
- Liquidated Damages. As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONSULTANT fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONSULTANT will pay CITY as liquidated damages, and not as penalty FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.
- 14.3 <u>Correction of Work.</u> If, in the judgment of CITY, work provided by CONSULTANT does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONSULTANT correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of nonconformance and the quality of workmanship.
- 14.4 <u>Default of Contract</u>. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT:

- 14.4.1 The abandonment of the Property by CONSULTANT for a period of more than seven (7) business days.
- 14.4.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.
- 14.4.3 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than seven (7) days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.
- 14.4.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other party in a manner not expressly permitted hereunder.
- 14.4.5 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT 's assets, or for CONSULTANT 's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) days.
- 14.5 Remedies in Default. In case of default by CONSULTANT, CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONSULTANT of such declaration of default and terminate the Agreement.
- 14.5.1 Upon such declaration of default, all payments remaining due to the CONSULTANT at the time of default, less all sums due to the CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONSULTANT.
- 14.5.2 CITY may complete the Agreement, or any part thereof, either by day labor, by hiring a subcontractor, or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONSULTANT together with the costs incident thereto to such default.

- 14.5.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONSULTANT under this Agreement, if the same had been fulfilled by CONSULTANT, CITY shall retain such differences. Should such cost to CITY be greater, CONSULTANT shall pay the amount of such excess to the CITY.
- 14.5.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONSULTANT of such notice from CITY.

ARTICLE 15 BANKRUPTCY

It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16 DISPUTE RESOLUTION

Arbitration. In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

16.2 Operations During Dispute.

- 16.2.1 In the event that a dispute, if any, arises between CITY and CONSULTANT relating to this Agreement, performance or compensation hereunder, CONSULTANT shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.
- 16.2.2 CONSULTANT expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.
- 16.2.3 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet {00383008.1 1956-7601851}

reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen (14) calendar days of the receipt by CONSULTANT of such notice from CITY.

ARTICLE 17 PUBLIC RECORDS

- 17.1 The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:
 - 17.1.1 Keep and maintain public records required by the CITY to perform the service;
 - 17.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 17.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and
 - 17.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 17.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK 601 CITY CENTER WAY, 4th FLOOR PEMBROKE PINES, FL 33025

(954) 450-1050 mgraham@ppines.com

ARTICLE 18 MISCELLANEOUS

- 18.1 <u>Ownership of Documents</u>. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.
- 18.2 <u>Legal Representation</u>. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.
- 18.3 <u>Records.</u> CONSULTANT shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.
- 18.4 <u>Assignments</u>; <u>Amendments</u>. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

18.5 No Contingent Fees. 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 the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

18.6 <u>Notice</u>. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager

City of Pembroke Pines 601 City Center Way

Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney

Goren, Cherof, Doody & Ezrol, P.A.

3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923

CONSULTANT: Robert J. Behar, President

R.J. Behar & Company, Inc. 6861 SW 196 Avenue, Suite 301 Pembroke Pines, FL 33332

Phone: (954)-680-7771 Fax: (954)-680-7781

- 18.7 <u>Binding Authority</u>. 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.
- 18.8 <u>Headings</u>. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.
- 18.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.
- 18.10 <u>Severability</u>. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

- 18.11 <u>Extent of Agreement</u>. This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.
- 18.12 <u>No Waiver of Sovereign Immunity</u>. Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of Section 768.28, Florida Statutes, as may be amended from time to time.
- 18.13 Attorneys' Fees. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.
- 18.14 <u>Protection of CITY Property</u>. At all times during the performance of this Agreement, CONSULTANT shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.
- 18.15 <u>Counterparts and Execution</u>. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.
- 18.16 <u>Compliance with Statutes.</u> It shall be the CONSULTANT's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.
- 18.17 <u>Scrutinized Companies.</u> CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:
 - 18.17.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 - 18.17.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 18.17.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
 - 18.17.2.2 Is engaged in business operations in Syria.

18.18 No Third Party Beneficiaries. The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

18.19 A DESIGN PROFESSIONAL WHO IS AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCURING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT, PURSUANT TO §558.0035, FLORIDA STATUTES, AS MAY BE AMENDED FROM TIME TO TIME.

18.20 <u>Domestic Partnership.</u> CONSULTANT certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (check only one box below):

✓	CONSULTANT currently complies with the requirements of Section 35.39 of the
	CITY's Code of Ordinances; or
	CONSULTANT will comply with the conditions of Section 35.39 of the CITY's
	Code of Ordinances; or
	CONSULTANT will not comply with the conditions of Section 35.39 of the
	CITY's Code of Ordinances; or
	CONSULTANT does not comply with the conditions of Section 35.39 of the
	CITY's Code of Ordinances because of the following allowable exemption (check
	only box below):
	□ CONSULTANT does not provide benefits to employees' spouses in
	traditional marriages; or
	☐ CONSULTANT provides an employee the cash equivalent of benefits
	because CONSULTANT is unable to provide benefits to employees'
	Domestic Partners or spouses despite making reasonable efforts to provide
	them. To meet this exception, CONSULTANT shall provide a notarized
	affidavit that it has made reasonable efforts to provide such benefits. The
	affidavit shall state the efforts taken to provide such benefits and the amount
	of the cash equivalent. Case equivalent means the amount of money paid to
	an employee with a Domestic Partner or spouse rather than providing
	benefits to the employee's Domestic Partner or spouse. The case equivalent
	is equal to the employer's direct expense of providing benefits to an
	employee's spouse; or
	☐ CÔNSULTÂNT is a religious organization, association, society, or any
	non-profit charitable or educational institution or organization operated,
	supervised, or controlled by or in conjunction with a religious organization,
	association, or society; or
	☐ CONSULTANT is a governmental agency.

18.20.1 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

18.20.2 CONSULTANT shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONSULTANT is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONSULTANT may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONSULTANT's records pertaining to its benefits policies and its employment policies and practices.

18.20.3 CONSULTANT must conspicuously make available to all employees and applicants for employment the following statement:

"During the performance of a contract with the City of Pembroke Pines, Florida, the CONSULTANT will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples".

If CONSULTANT has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONSULTANT's duties pursuant to this Agreement, contact Human Resources at (954) 954-392-292 or drotstein@ppines.com.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

APPROVED AS TO FORM:

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City of Pembroke Pines

CONSULTANT:

R.J. BEHAR & COMPANY, INC.

Signed By:

Robert J. Behar, P.E. Name:

President Title:



Civil Engineering, Inspection, Permit Review Services and Development Review Committee (DRC) Assistance

Request for Qualifications # PSEN-19-07

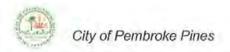
	General Information	
Project Cost Estimate	Time and Budget Requirements	See Section 1.5 / Tab 5
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Mandatory / Non-Mandatory Pre-Bid Meeting	Not Applicable	Not Applicable
Question Due Date	November 4, 2019	See Section 1.8
Proposals will be accepted until	2:00 p.m. on November 12, 2019	See Section 1.8
Proposal Security / Bid Bond	Not Applicable	Not Applicable
Payment and Performance Bonds	Not Applicable	Not Applicable

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020

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ATTACHMENTS

Attachment A: Contact Information Form

Attachment B: Non-Collusive Affidavit

Attachment C: Proposer's Completed Qualification Statement

Attachment D: Sample Insurance Certificate

Attachment E: Specimen Contract (Continuing Contract - CCNA)

Attachment F: References Form Attachment G: Standard Form 330

SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

RFQ # PSEN-19-07

"Civil Engineering, Inspection, Permit Review Services and Development Review Committee (DRC) Assistance"

Solicitations may be obtained from the City of Pembroke Pines website at http://www.ppines.com/index.aspx?NID=667 and on the www.BidSvnc.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, November 12, 2019. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.2 PURPOSE

The City of Pembroke Pines is seeking qualification statements from qualified firms to serve in the capacity of Plan Review Engineers, in accordance with the terms, conditions, and specifications contained in this solicitation and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. – Florida Statute 287,055).

The City of Pembroke Pines is seeking firms to provide engineering reviews of plans associated with new and modified projects for the Development Review Committee (DRC) and to perform

engineering reviews of projects submitted for permitting and miscellaneous engineering analysis, civil engineering and study services along with engineering reviews of miscellaneous projects submitted for permitting for compliance with City Standards, Codes and Engineering Standards as requested by the Planning and Economic Development and Engineering Departments on an as needed basis and perform engineering inspection services on an as needed basis of City or City permitted projects.

Due to the nature of this work, consistency is desired by the City in the review of large and lengthy projects. The City intends to enter into a "continuing contract", as defined by Florida Statute 287.055(2)(g), with one firm which can be used on an as needed basis.

No minimum amount of professional services or compensation will be assured to the firm that is awarded and the City shall preserve its option to retain other professional service firms or to perform work "in-house" for any particular project or assignment at its sole discretion.

The City shall encourage the awarded firm to submit, annually, statements of qualifications and performance data. In addition, the City may also re-solicit these services to replace the professional service provider, at any time, as needed.

1.3 SCOPE OF WORK

The City of Pembroke Pines is seeking firms to provide engineering reviews of plans associated with new and modified projects for the Development Review Committee (DRC) and to perform engineering reviews of projects submitted for permitting and miscellaneous engineering analysis, civil engineering and study services along with engineering reviews of miscellaneous projects submitted for permitting for compliance with City Standards, Codes and Engineering Standards as requested by the Planning and Economic Development and Engineering Departments on an as needed basis and perform engineering inspection services on an as needed basis of City or City permitted projects.

Work is expected to include but not be limited to the following scope:

- 1. Development Review Committee: Perform reviews of site plans and associated engineering issues relating to projects submitted through the Planning and Economic Development Department for compliance with City Standards, Codes and Engineering Standards.
- 2. Engineering Permitting: Perform reviews of engineering plans and associated issues relating to projects submitted through the Engineering Department for compliance with City Standards, Codes and Engineering Standards.
- Prepare Studies, Miscellaneous designs and as needed engineering inspection services:
 Studies and designs may include drainage system analysis, land development utility piping capacity and placement studies, general civil site plan preparation, specification preparation and

review, and perform peer review services for general compliance. Perform engineering inspection services on an as needed basis of City or City permitted projects.

1.4 TERM OF CONTRACT

The City intends to award a continuing contract to one firm. The initial term of the agreement will be for a three (3) year period. The Agreement may be renewed for two (2) additional one (1) year terms upon mutual consent, evidenced by a written Amendment to the Agreement extending the term thereof.

1.5 PROPOSAL REQUIREMENTS

The following documents will need to be completed, scanned and submitted through www.bidsvnc.com as part of the bidder's submittal. The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

Title Page:

List the following:

Subject:

RFQ # PSEN-19-07 "Civil Engineering, Permit Review Services and Development Review Committee (DRC) Assistance"

- I. Date
- 2. Name of the Firm
- Address of the local office
- 4. Telephone Number
- Email Address

Tab 1 – Letter of Interest:

Limit to two (2) pages.

- Attach a letter of interest that explains your firm's interest in working on this
 project, a positive commitment to perform the required work and a description of
 the firm including:
 - a. Include the size
 - b. Range of activities
 - c. Firms strength and stability

- d. Location of firm: (Firm must have a local established office location within the counties of Broward, Miami Dade or Palm Beach Counties. Work must be completed in this office.) If services will be performed by different offices (such as a joint venture) provide a location for each firm.
- e. <u>Summary</u> of abilities and experience of the firms' professional personnel (More details to be provided in Sections E G, Standard Form 330)
- Summary of past performance of the firm on similar projects (More details to be provided in Section H, Standard Form 330)
- g. Availability and access to the firms' top level management personnel.
- Identification of the firm's, single, professionally licensed point of contact for this project.
- This Letter of Interest must be signed by a corporate officer.

Tab 2 - Standard Form 330 (Parts I and II)

The Standard Form 330 has been included in this RFQ as Attachment G. Firms shall complete both Part I and II of the Standard Form 330 so that the City can obtain adequate information for this RFQ.

Tab 3 - Certified Minority Business Enterprise

- Please identify if you are a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act.
 - a. If you are a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act, please provide proof.

Tab 4 - Firm's Understanding and Approach to the Work:

The understanding that the applicant and consultants demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project.

- Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.
- Please address your familiarity and understanding of the needs of the current compliance with City Standards, Codes and Engineering Standards.
- In addition to your familiarity and understanding of the compliance with City Standards, Codes and Engineering Standards, please address your familiarity with the Development Review Committee (DRC), Engineering Permitting and Preparing Studies and Miscellaneous Designs industry in regards to similar projects.
- Identify any issues or concerns of significance that may be appropriate.
- 5. A brief statement must be included which explains why your proposal

would be the most effective and beneficial to the City of Pembroke Pines.

Tab 5 - Willingness to meet time and budget requirements:

Please advise if your firm is willing to meet the following time and budget requirements.

Project	Timeframe	Total 5 Year Compensation*	Funding Years
Development Review Committee: Perform reviews of site plans and associated engineering issues relating to projects submitted through the Planning and Economic Development Department for compliance with City Standards, Codes and Engineering Standards.	September 2019 Start	\$225,000	2019-2024
2. Engineering Permitting: Perform reviews of engineering plans and associated issues relating to projects submitted through the Engineering Department for compliance with City Standards, Codes and Engineering Standards.	September 2019 Start	\$100,000	2019-2024
3. Prepare Studies and Miscellaneous designs: Studies and designs may include drainage system analysis, land development utility piping capacity and placement studies, general civil site plan preparation, specification preparation and review, and perform peer review services for general compliance. Perform engineering inspection services on an as needed basis.	September 2019 Start	\$100,000	2019-2024

^{*}Estimated assistance needed for 5 years. Dependent on volume of reviews and timing of those reviews.

Please note that during this portion of the process, the City is NOT asking for the firms to submit pricing. After the evaluation committee has selected the firms in order of preference, the City shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the next most qualified firm.

Tab 6 - Recent, current, and projected workloads of the firms:

Please provide any information regarding your firm's recent, current, and projected workloads for the Evaluation Committee to review.

Tab 7 - Other Completed Documents

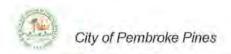
1. Attachment A: Contact Information Form

- a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.
- b. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
- c. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
- d. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
- e. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.
- 2. Attachment B: Non-Collusive Affidavit
- 3. Attachment C: Proposer's Qualifications Statement
- 4. Attachment F: References Form
 - a. Provide five references from projects that your firm has completed while providing similar services, within the State of Florida from the last five years.

Tab 8 - Professional Registration Certificates:

1. Professional Registration Certificates:

- a. A reproduction of the firm's current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services.
- b. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.
- Provide copy of the Florida Dept. of Business and Professional Regulation, (DBPR), Certificate of Authorization for the firm.
- d. Provide copies of all professional licenses, resumes and qualifications for the qualifying agent of the firm and all duly authorized representatives,



(DAR). Ch. 481 for Architects, Ch. 471 for Engineers and Ch. 468 for Building Code Administrators and Inspectors.

Tab 9 - Additional Information:

Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS

The City has implemented a new process that is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will require vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and resubmit the forms each time they bid on a City project.

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

These forms will be found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines. Please note that the BidSync website requires bidders to complete all of these qualifications prior to being able to submit questions on any bids, therefore, please make sure to complete this information as soon as possible.

The following documents can be completed prior to the bidding process through the BidSync website and do not need to be attached to your submittal as the BidSync website will automatically include it.

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

 a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Sworn Statement on Public Entity Crimes Form

1.6.4 Local Vendor Preference Certification

a. If claiming Local Pembroke Pines Vendor Preference, business must attach
a current business tax receipt from the City of Pembroke Pines.

- b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
- c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer <u>WILL NOT</u> qualify for Local Vendor Preference based on their sub-contractors' qualifications.

1.6.5 Local Business Tax Receipts

1.6.6 Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer <u>WILL NOT</u> qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.6.7 Equal Benefits Certification Form

1,6.8 Vendor Drug-Free Workplace Certification Form

1.6.9 Scrutinized Company Certification

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

1.7.1 QUALIFYING & SELECTING FIRMS

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFQ. Evaluations shall be based upon the information and references contained in the proposals as submitted. As such, the Proposal should be as comprehensive as possible, clearly describing the details of services that the Proposer intends to provide.
- B. The City will convene an Evaluation Committee that will evaluate the proposals based on the following criteria to determine if the firm is fully qualified to render the required service:

Criteria	Points
Criteria	Lomis

Adequacy of Personnel / Ability of Professional Personnel	20 points
Whether a firm is a Certified Minority Business Enterprise (as defined by the Florida Small and Minority Business Assistance Act)	5 points
Past Record / Past Performance	20 points
Firm's Understanding and Approach to the Work	20 points
Capabilities	20 points
Experience (of the firm or individual)	15 points
Total Points	100 points

- C. The Evaluation Committee shall have the option of shortlisting the qualified firms to no less than three firms. In addition, the Evaluation Committee shall conduct discussions and may require presentations from each of the short listed firms regarding their:
 - (1) Qualifications;
 - (2) Approach to the project; and
 - (3) Ability to furnish the required services.
- D. The Evaluation Committee shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the Evaluation Committee shall utilize the following criteria:

Criteria	Points
Adequacy of Personnel / Ability of Professional Personnel	20 points
Whether a firm is a Certified Minority Business Enterprise (as defined by the Florida Small and Minority Business Assistance Act)	5 points
Past Record / Past Performance	20 points
Firm's Understanding and Approach to the Work	20 points
Willingness to meet time and budget requirements	15 points
Recent, current, and projected workloads of the firms	10 points
Location	5 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
Total Points	100 points

^{*}Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines

Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.

Veteran Owned Small Business (VOSB) is also used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.

All other vendors shall receive zero (0) points.

- E. In the event a score for an individual evaluator results in a tie or the overall score results in a tie, the evaluator or evaluation committee will be asked to <u>break the tie and rank the tied vendors based on the volume of work previously awarded to each firm by the City</u>, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.
 - In the event the score still results in a tie, the evaluator or evaluation committee
 will be asked to break the tie and give preference to a business that certifies
 that it has implemented a drug-free workplace program on the Vendor
 Drug-Free Workplace Certification Form.
 - ii. In the event the score still results in a tie, the evaluator or evaluation committee will be asked to break the tie by **publicly drawing lots**.
- F. The Evaluation Committee will make a recommendation to the City Commission for award of contract and approval for the City Manager to negotiate a contract with most qualified firm. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.
- G. The City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under Section 1.7.2 below.

1.7.2 COMPETITIVE NEGOTIATION

In accordance with Florida Statute 287.055(5) "Competitive Negotiation":

(a) The City's Administrative Staff shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive

and reasonable. In making such determination, the City's Administrative Staff shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over \$195,000 (the threshold amount provided in s. 287.017 for CATEGORY FOUR), the City shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

- (b) Should the City's Administrative Staff be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City's Administrative Staff determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The City's Administrative Staff shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the City's Administrative Staff must terminate negotiations. The City's Administrative Staff shall then undertake negotiations with the third most qualified firm.
- (c) Should the City's Administrative Staff be unable to negotiate a satisfactory contract with any of the selected firms, the City's Administrative Staff shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

1.7.3 PROHIBITION AGAINST CONTINGENT FEES

In accordance with Florida Statute 287.055(6) "Prohibition against Contingent Fees":

(a) Each contract entered into by the City for professional services must contain a prohibition against contingent fees as follows:

"The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	October 22, 2019
Question Due Date	November 4, 2019
Anticipated Date of Issuance for the Addenda with Questions and Answers	November 6, 2019
Proposals will be accepted until	2:00 p.m. on November 12, 2019
Proposals will be opened at	2:30 p.m. on November 12, 2019
Evaluation of Proposals by Evaluation Committee	TBD
Recommendation of Contractor to City Commission	TBD

1.9 SUBMISSION REQUIREMENTS

Bids/proposals <u>must be submitted electronically</u> at <u>www.bidsync.com</u> on or before 2:00 p.m. on November 12, 2019.

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. <u>Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.</u>

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

SECTION 2 - INSURANCE REQUIREMENTS

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

2.1 REQUIRED INSURANCE

- A. COMMERCIAL GENERAL LIABILITY INSURANCE including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:
 - 1. Each Occurrence Limit \$1,000,000
 - 2. Fire Damage Limit (Damage to rented premises) \$100,000
 - 3. Personal & Advertising Injury Limit \$1,000,000
 - 4. General Aggregate Limit \$2,000,000
 - Products & Completed Operations Aggregate Limit \$2,000,000 (mostly for construction or equipment sold to the CITY)

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

- B. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:
 - 1. Workers' Compensation: Coverage A Statutory
 - 2. Employers Liability: Coverage B \$500,000 Each Accident

\$500,000 Disease - Policy Limit \$500,000 Disease - Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

- C. AUTO LIABILITY INSURANCE covering all owned, leased, hired, non-owned and employee non-owned vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:
 - Any Auto (Symbol 1) Combined Single Limit (Each Accident) - \$1,000,000
 - Hired Autos (Symbol 8) Combined Single Limit (Each Accident) - \$1,000,000
 - Non-Owned Autos (Symbol 9) Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by ISO pollution liability-broadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

- D. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE, with a limit of liability, no less than \$5,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects)
- E. ENVIRONMENTAL/POLLUTION LIABILITY shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- F. SEXUAL ABUSE may not be excluded from any policy for Agreements involving any interaction with minors or seniors.

2.2 REQUIRED ENDORSEMENTS

- The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability polices required herein
- 2. Waiver of all Rights of Subrogation against the CITY
- 3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 4. CONTRACTOR's policies shall be Primary & Non-Contributory
- All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY

The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "Question Due Date" stated in the solicitation. Questions received after "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact they BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary

permits or licenses required, if necessary, in order to provide this service.

Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to Such samples are to be that specified. furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.16 PUBLIC ENTITY CRIMES

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

from the date of being placed on the convicted vendor list."

The Public Entity Crime Affidavit Form, attached to this solicitation, includes documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or

violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 601 City Center Way, Pembroke Pines, FL.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for construction or repairs on a public building or public work, the entity shall:

- (a) Open the sealed bids at a public meeting.
- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.
- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are not for "construction or repairs on a public building or public work" the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise No premiums, rebates or specified. gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or of or in consequential arising out consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.27 DEFAULT PROVISION

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B. Failure to begin the Work under this Bid within the time specified.
- C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

- E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.
- F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the seller's expense.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Florida Prompt Payment Act.

3.30 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statue 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency

or local governmental entity for goods or services if:

- (a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
- Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
- Is engaged in business operations in Syria,

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

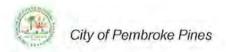
The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation,

subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDSYNC WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION



BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.



Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH RFQ # PSEN-19-07 titled "Civil Engineering, Inspection, Permit Review Services and Development Review Committee (DRC) Assistance" attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

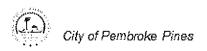
	CION:	
COMPANY:		
STREET ADDRESS:		
CITY, STATE & ZIP COD	DE:	
PRIMARY CONTACT F	OR THE PROJECT:	
NAME:	TITLE:	
E-MAIL:		
TELEPHONE:	FAX:	
AUTHORIZED APPRO	VER:	
NAME:	TITLE:	
E-MAIL:		
E-MAIL: TELEPHONE:	FAX:	
	FAX:	
TELEPHONE: SIGNATURE: Proposal Checklist	FAX:	1.5 "Proposal Requirements" Yes
TELEPHONE: SIGNATURE: Proposal Checklist d you make sure to submit ckage?		
TELEPHONE: SIGNATURE: Proposal Checklist d you make sure to submit ckage? Title Page	the following items, as stated in section	Yes 🗆
TELEPHONE: SIGNATURE: Proposal Checklist d you make sure to submit ckage? Title Page Letter of Interest	the following items, as stated in section and II)	Yes 🗆

Firm's Understanding and Approach to the Work	Yes □
Willingness to meet time and budget requirements	Yes 🗆
Recent, current, and projected workloads of the firm	Yes 🗆
Attachment A - Contact Information Form	Yes 🗆
Attachment B - Non-Collusive Affidavit	Yes 🗆
Attachment C - Proposer's Completed Qualification Statement	Yes 🗆
Attachment F - References Form	Yes 🗆
Professional Registration Certificates	Yes 🗆

Did you make sure to update the following documents found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes 🗆
Form W-9 (Rev. October 2018)	Yes 🗆
Sworn Statement on Public Entity Crimes Form	Yes 🗆
Local Vendor Preference Certification	Yes 🗆
Local Business Tax Receipts	Yes 🗆
Veteran Owned Small Business Preference Certification	Yes 🗆
Equal Benefits Certification Form	Yes 🗆
Vendor Drug-Free Workplace Certification Form	Yes 🗆
Scrutinized Company Certification	Yes 🗆

City of Pembroke Pines	Attachment B
NON-COLLUSIVE AFFIDAVIT	
BIDDER is the , (Owner, Partner, Officer, Representative or Agent)	
BIDDER is fully informed respecting the preparation and contents of the attache circumstances respecting such Bid;	ed Bid and of all pertinent
Such Bid is genuine and is not a collusive or sham Bid;	
Neither the said BIDDER nor any of its officers, partners, owners, agents, represented, including this affidavit, have in any way colluded, conspired, connimindirectly, with any other BIDDER, firm or person to submit a collusive or a Contract for which the attached Bid has been submitted; or to refrain from be Contract; or have in any manner, directly or indirectly, sought by agreement communications, or conference with any BIDDER, firm, or person to fix the Bid or any other BIDDER, or to fix any overhead, profit, or cost element of any other BIDDER, or to secure through any collusion conspiracy, connivan advantage against (Recipient), or any person interested in the proposed Cont.	ved or agreed, directly or sham Bid in connection with the idding in connection with such or collusion, or e price or prices in the attached the Bid Price or the Bid Price of ice, or unlawful agreement any tract;
connivance, or unlawful agreement on the part of the BIDDER or any other owners, employees or parties in interest, including this affidavit.	
Printed Name/Signature	
Title	



Attachment C

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

•
PROPOSER'S Name and Principal Address:
PROPOSER'S License Number; (Please attach certificate of status, competency, and/or state registration.)
Number of years your organization has been in business
State the number of years your firm has been in business under your present business name
State the number of years your firm has been in business in the work specific to this solicitation:
Names and titles of all officers, partners or individuals doing business under trade name:
IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.
Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.
At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on the contract:
Have you ever failed to complete work awarded to you. If so, when, where and why?
Have you personally inspected the proposed WORK and do you have a complete plan for its performance?
Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).
The foregoing list of subcontractor(s) may not be amended after award of the contract without the prio written approval of the Contract Administrator, whose approval shall not be reasonably withheld.
List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.
List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.
Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.
Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:
Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

<u>ACORD</u> CERTIFIC	ATE OF LIAE	BILITY INS	URANC	E	DATE (MM/DD[YY
DUCER		ONLY AN HOLDER.	ID CONFERS N THIS CERTIFIC IE COVERAGE	O RIGHTS UPON CATE DOES NOT A AFFORDED BY TH	R OF INFORMATION THE CERTIFICATION OF INFORMATION O
		411	INSURERS	AFFORDING COVE	RAGE
YOUR COMPANY	/ NAME HER	INSURER D,	Com	panies provi	ding coverage
VERAGES		INSURER E.			
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CONTINUING CONTRACT (CCNA)

THIS IS AN AGREEMENT, dated the day of, «Contract_Signature_Year», by and between:
THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 601 City Center Way, Pembroke Pines, Florida 33025 (hereinafter referred to as the "CITY")
and
«Vendor_Name_Upper_Case», a «Vendor_Business_Type», authorized to do business in the State of Florida, with a business address of «Vendor_Address_Line_1», «Vendor_Address_Line_2» (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."
WITNESSETH:
In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:
ARTICLE 1 PREAMBLE
In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.
1.1 On, the CITY advertised its request for proposal (hereinafter, "RFP") which set forth the CITY'S desire to hire a CONSULTANT to provide services.
1.2 On, the CITY received proposals and on, CITY interviewed and ranked CONSULTANT No. I. Thereafter, on, the City Commission authorized the administration to negotiate an Agreement with CONSULTANT more particularly described herein below. 1.3 Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken in accordance with the Consultants' Competitive Negotiation Act (CCNA), Section
287.055, F.S. and on, the CITY authorized the proper CITY officials to enter into this Agreement which incorporates the results of such negotiation.

ARTICLE 2 SERVICES AND RESPONSIBILITIES

- 2.1 The City may request from the CONSULTANT from time to time, on an as needed basis, specific ________ services. These requests will describe the scope of work, desired time frame for its completion and the method of payment to be used, lump sum or time and materials. Upon receipt of these requests, the CONSULTANT shall timely review the scope of work and schedule described in each request and provide the CITY with a not to exceed fee or a list of professionals required for the assignment and an estimate of the work hours required to accomplish the work. Once an understanding is reached between the CITY and CONSULTANT regarding the scope, schedule and fee, the CITY will issue an amendment to the original Agreement authorizing the CONSULTANT to do the work. The CONSULTANT'S fee and cost proposal shall be based upon the hourly rates set forth on Exhibit "A".
- 2.2 CONSULTANT may furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional manner.
- 2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.
- 2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.
- 2.5 All services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "continuing contract" in Section 287.055(2) (g) Florida Statutes as amended from time to time.
- 2.6 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.
- 2.7 CONSULTANT shall comply with the applicable provisions of the Pembroke Pines Code of Ordinances. CONSULTANT shall require that all subconsultants comply with the applicable provisions of the Pembroke Pines Code of Ordinances.

ARTICLE 3 TIME FOR PERFORMANCE

CONSULTANT shall perform the services identified in Article 2 within the time frame set forth in each amendment. Minor adjustments to the timetable for completion approved by CITY in advance,

in writing, will not constitute non-performance by CONSULTANT per this Agreement.

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

- 4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY.
- 4.2 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

.3	Payment will be made to CONSULTANT at:
	-

ARTICLE 5 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

CITY or CONSULTANT may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither CONSULTANT nor its subconsultants shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post any notices as required by law. CONSULTANT further agrees that it will ensure that subconsultants, if any, will be made aware

of and will comply with this nondiscrimination clause.

ARTICLE 7 MISCELLANEOUS

7.1 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONSULTANT'S work product for its intended purposes.

7.2 Term and Termination.

This Agreement may be terminated by either party for cause, or by either party for convenience, upon thirty (30) days written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. [NOTE: CONSULTANT may not terminate existing assignments for convenience after they have been accepted as addendums to this Agreement.] In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

7.4 Public Records.

- 7.4.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:
 - 7.4.1.1 Keep and maintain public records required by the CITY to perform the service;
 - 7.4.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - 7.4.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONSULTANT

shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

- 7.4.1.4 Upon completion of the contract, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 7.4.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the agreement.
- 7.4.3 The CONSULTANT and CITY agree to comply with all applicable laws, codes, regulations, and ordinances, including Chapter 720, Florida Statutes, and Chapter 119, Florida Statutes, as amended and applicable.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK 601 CITY CENTER WAY, 4th FLOOR PEMBROKE PINES, FL 33026 (954) 450-1050

mgraham@ppines.com

- 7.5 Indemnification.
- 7.6 CONSULTANT shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.
- 7.7 CONSULTANT shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or

services furnished to CITY by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

- 7.8 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY'S rights and remedies and CONSULTANT'S liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.
- 7.9 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

7.10 Insurance.

- 7.11 The CONSULTANT shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by the City Manager of the CITY nor shall the CONSULTANT allow any Subconsultant to commence work on his sub-contract until all similar such insurance required of the subconsultant has been obtained and approved.
- 7.12 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.
- 7.13 Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.
- 7.14 Insurance shall be in force until all work required to be performed under the terms of this Agreement is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of this Agreement and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all

required insurance remains in full force and effect.

7.15 REQUIRED INSURANCE

7.15.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products\completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

A.	Bodily Injur	y	
		Occurrence	\$1,000,000
	2. Ann	ual Aggregate	1,000,000
B.	Property Damage		
	1. Each	Occurrence	1,000,000
	2. Ann	ual Aggregate	1,000,000
C.	Personal Inj	ury	
	Annual Agg		1,000,000

- Completed Operations and Products Liability shall be maintained for two (2) years after the final payment.
- E. Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U underground.

7.15.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

A.	Worker's Compensation	Statutory
В.	Employer's Liability	\$100,000 each accident
		\$500,000 Disease-policy limit
		\$100,000 Disease-each employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

7.15.3 Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

A.	Bodily Injury	
	 Each Occurrence 	\$1,000,000

B.

2.	Annual Aggregate	\$1,000,000
Prop	erty Damage	
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000

- 7.16 CONSULTANT shall name the CITY, as an additional insured on each of the policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.
- 7.17 Any insurance required of CONSULTANT pursuant to this Agreement must also be required by any subconsultant in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subconsultant is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subconsultant shall maintain such policies during the term of this Agreement.
- 7.18 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.
- Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the CITY'S employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT'S activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT'S Funds provided for herein. The CONSULTANT agree that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

7.20 Assignments; Amendments.

7.21 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and

its successors and assigns.

- 7.22 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 7.23 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that 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 the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 7.24 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONSULTANT and the CITY designate the following as the respective places for giving of notice:

CITY: City Manager

City of Pembroke Pines 601 City Center Way

Pembroke Pines, Florida 33026

Copy To: City Attorney

Goren, Cherof, Doody & Ezrol, P.A.

3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, Florida 33308

CONSULTANT:		

- 7.25 <u>Binding Authority</u>. 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.
- 7.26 <u>Legal Representation</u>. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

- 7.27 <u>Headings</u>. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.
- 7.28 <u>Exhibits</u>. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.
- 7.29 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 7.30 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.
- 7.31 <u>Extent of Agreement</u>. This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.
- 7.32 <u>Scrutinized Companies</u>. CONSULTANT, its principals or owners, certify that they are notlisted on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:
 - 7.32.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or
 - 7.32.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 7.32.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 - 7.32.2.2 Is engaged in business operations in Syria.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

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IN WITNESS OF THE FOREGO and year first written above.	ING, the parties have set their hands and seals the day
and year mist written above.	CITY:
ATTEST:	CITY OF PEMBROKE PINES, FLORIDA
MADI ENE D. CDAHAM CETY CLEDY	By: CHARLES F. DODGE, CITY MANAGER
MARLENE D. GRAHAM, CITY CLERK	CHARLES F. DODGE, CITT MANAGER
APPROVED AS TO FORM:	
OFFICE OF THE CITY ATTORNEY	CONSULTANT:
	«Vendor_Name_Upper_Case»
	By:
	Name:
STATE OF	Title:
COUNTY OF)	
acknowledgments, personally appeared «Vendor_Name», a company authorized	authorized by law to administer oaths and take as of to conduct business in the State of Florida, and greement as the proper official of «Vendor Name» for
	ffixed the official seal of the corporation, and that the
IN WITNESS OF THE FOREGO	NG, I have set my hand and official seal at in the State
and County aforesaid on thisda	y of, «Contract_Signature_Year».
	NOTARY PUBLIC
(Name	e of Notary Typed, Printed or Stamped)

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. This form should be duplicated for each reference and any additional information that would be helpful can be attached.

Reference Contact Inform	nation:	
Name of Firm, City, County	y or Agency:	
Address:		
City/State/Zip:		
Contact Name:	Title:	· · · · · · · · · · · · · · · · · · ·
E-Mail Address:		
Telephone:	Fax:	
Project Information: Name of Contractor Perform	ning the work:	
Name and location of the pr	oject:	
Nature of the firm's respons	sibility on the project:	
Project duration:	Completion (Anticipated) Date:	
Size of project:	Cost of project:	· ·
Work for which staff was re-	sponsible:	and the second s
Contract Type:		
The results/deliverables of the	he project:	

Reference Contact Infor	mation:	•		
Name of Firm, City, Cour	nty or Agency:			
Address:				
City/State/Zip:				
Contact Name:		Title	e;	
E-Mail Address:				
Telephone:	Fax:			
Project Information:				
Name of Contractor Perfo	rming the wor	k:		
Nature of the firm's response Project duration:		e project: letion (Anticipated) Date:	
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Work for which staff was	responsible:			
Contract Type:				
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Reference Contact Inform	nation:		
Name of Firm, City, Count	y or Agency:		
Address:			
City/State/Zip:		1 1 1	
Contact Name:		Title:	
E-Mail Address:			
Telephone:	Fax:		
Project Information: Name of Contractor Perfor	ming the work:		
Name and location of the p	roject:		
Nature of the firm's respon	sibility on the pro	oject:	
Project duration:	Completic	on (Anticipated) Date:	
Size of project:		Cost of project:	
Work for which staff was re			
The results/deliverables of	the project:		

Reference Contact Informa	tion:			
Name of Firm, City, County	or Agency:			
			* #s	
Address:				
City/State/Zip:				
Contact Name:		Title:		
E-Mail Address:				
Telephone:	Fax:			
Project Information:				
Name of Contractor Performi	ing the work:			
Nature of the firm's responsib	oility on the pro	ject:		
Project duration:	Completio	n (Anticipated) Da	te:	
Size of project:	C	Cost of project:		
Work for which staff was resp	oonsible:			
Contract Type:				
The results/deliverables of the	e project:			

Reference Contact Inform	ation:			
Name of Firm, City, County	or Agency:			
Address:				
City/State/Zip:				
Contact Name:		Title:		
E-Mail Address:				
Telephone:	Fax:	•		
Project Information: Name of Contractor Perform	ning the work:			
Nature of the firm's responsi				
Project duration:	Completion (An	ticipated) Da	ate:	
Size of project:	Cost of	project:		
Work for which staff was res	sponsible:			
The results/deliverables of the	ne project:			

ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157 Expiration Date: 12/31/2020

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

- 1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.
- Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part
 If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

- 1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.
- 2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.
- Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

- 12. Name. Self-explanatory.
- 13. Role in this contract. Self-explanatory.
- 14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).
- 15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.
- 16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.
- 17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.
- 18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

- 20. Example Project Key Number. Start with "1" for the first project and number consecutively.
- Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.
- 22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).
- 23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.
- 23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.
 - 23c. Point of Contact Telephone Number. Self-explanatory.
- 24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

- 26, and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.
- 28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

 Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

- 31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.
 - 33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E., Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)		28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)								
	·	1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	Х		Х							
Joseph B. Williams	Chief Mechanical Engineer	X	Х	Х	Х						
Tara C. Donovan	Chief Electricial Engineer	X	Х		Х						

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

Part II - General Qualifications

See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

- 1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.
- 2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.
- 3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.
- 4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.
 - 5, Ownership.
- a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).
- b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.
- 6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.
- 7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.
- 8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

- 9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).
- 10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.
- 11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.
- 12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
80	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer ,	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery	E02	Educational Facilities; Classrooms
	Collection and Analysis	E03	Electrical Studies and Design
A03	Agricultural Development; Grain Storage; Farm Mechanization	E04	Electronics
A04	Air Pollution Control	E05	Elevators; Escalators; People-Movers
A05	Airports; Navaids; Airport Lighting; Aircraft Fueling	E06	Embassies and Chanceries
A06	Airports; Terminals and Hangars; Freight Handling	E07	Energy Conservation; New Energy Sources
A07	Arctic Facilities	E08	Engineering Economics
A08	Animal Facilities	E09	Environmental Impact Studies, Assessments or Statements
A09	Anti-Terrorism/Force Protection	E10	Environmental and Natural Resource
A10	Asbestos Abatement	_10	Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	E13	Environmental Testing and Analysis
B01	Barracks; Dormitories	_	
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02 F03	Field Houses; Gyms; Stadiums Fire Protection
C02	Cemeteries (Planning & Relocation)	F04	Fisheries; Fish ladders
C02	Charting: Nautical and Aeronautical	F05	Forensic Engineering
	_	F06	Forestry & Forest products
C04	Chemical Processing & Storage	C04	Caragas Vahiela Maintenanas Facilities
C05	Child Care/Development Facilities	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C06	Churches; Chapels	Coo	•
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services:
C10	Commercial Building (low rise); Shopping Centers		Development, Analysis, and Data Collection
C11	Community Facilities	G05	Geospatial Data Conversion: Scanning,
C12	Communications Systems; TV; Microwave		Digitizing, Compilation, Attributing, Scribing, Drafting
C13	Computer Facilities; Computer Service	Coc	*
C14	Conservation and Resource Management	G06	Graphic Design
C15	Construction Management	H01	Harbors; Jetties; Piers, Ship Terminal
C16	Construction Surveying		Facilities
C17	Corrosion Control; Cathodic Protection; Electrolysis	H02	Hazardous Materials Handling and Storage
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H03	Hazardous, Toxic, Radioactive Waste Remediation
C19	Cryogenic Facilities	H04	Heating; Ventilating; Air Conditioning
		H05	Health Systems Planning
D01	Dams (Concrete; Arch)	H06	Highrise; Air-Rights-Type Buildings
D02	Dams (Earth; Rock); Dikes; Levees	H07	Highways; Streets; Airfield Paving; Parking
D03	Desalinization (Process & Facilities)	1100	Lots
D04	Design-Build - Preparation of Requests for Proposals	H08	Historical Preservation
D05	Digital Elevation and Terrain Model Development	H09	Hospital & Medical Facilities
D06	Digital Orthophotography	H10 H11	Hotels; Motels Housing (Residential, Multi-Family;
D07	Dining Halls; Clubs; Restaurants	ĦΗ	Apartments; Condominiums)
- U	Pitting Class, Class, Cottagrante		
D08	Dredging Studies and Design	H12	Hydraulics & Pneumatics

List of Experience Categories (Profile Codes continued)

Code	Description	Code	Description
101	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
102	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
103	Industrial Waste Treatment	P11	Postal Facilities
104	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
105	Interior Design; Space Planning	P13	Public Safety Facilities
106	Irrigation; Drainage	Da4	
J01	Judicial and Courtroom Facilities	R01	Radar; Sonar; Radio & Radar Telescopes
		R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
	/ Milious Freido, Etc./	R09	Resources Recovery; Recycling
M01	Mapping Location/Addressing Systems	R10	Risk Analysis
M02	Materials Handling Systems; Conveyors; Sorters	R11	Rivers; Canals; Waterways; Flood Control
M03	Metallurgy	R12	Roofing
M04	Microclimatology; Tropical Engineering	S01	Safety Engineering; Accident Studies; OSHA
M05	Military Design Standards	001	Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08 Modular Systems Design; Pre-Fabricated Structures or		S04	Sewage Collection, Treatment and Disposal
	Components	S05	Soils & Geologic Studies; Foundations
		S06	Solar Energy Utilization
N01	Naval Architecture; Off-Shore Platforms	S07	Solid Wastes; Incineration; Landfill
N02	Navigation Structures; Locks	S08	Special Environments; Clean Rooms, Etc.
N03	Nuclear Facilities; Nuclear Shielding	S09	Structural Design; Special Structures
O01 O02	Office Buildings; Industrial Parks Oceanographic Engineering	S10	Surveying; Platting; Mapping; Flood Plain Studies
O03	Ordnance; Munitions; Special Weapons	S1 1	Sustainable Design
		S12	Swimming Pools
P01	Petroleum Exploration; Refining	\$13	Storm Water Handling & Facilities
P02	Petroleum and Fuel (Storage and Distribution)	T01	Telephone Systems (Rural; Mobile; Intercom,
P03	Photogrammetry	101	Etc.)
P04	Pipelines (Cross-Country - Liquid & Gas)	T02	Testing & Inspection Services
P05	Planning (Community, Regional, Areawide and State)	T03	Traffic & Transportation Engineering
P06	Planning (Site, Installation, and Project)	T04	Topographic Surveying and Mapping
P07	Plumbing & Piping Design	T05 T06	Towers (Self-Supporting & Guyed Systems) Tunnels & Subways
P08	Prisons & Correctional Facilities	100	raimola a dabwaya

List of Experience Categories (Profile Codes continued)

Code U01	Description Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

			F	PART I - CONT	RACT-SPECIFIC QUALIFICATION:	S			
	A. CONTRACT INFORMATION								
1. Ti	TLE A	ND L	DCATION (City and State)		-	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
2. PL	BLIC	NOT	CE DATE		3. SOLICITATION OR PROJECT NUMB	ER			
<u> </u>				B. ARCHITE	ECT-ENGINEER POINT OF CONTACT				
4. NA	ME A	ND T	TLE						
5. NA	ME (OF FIR	М						
6. TE	LEPH	HONE	NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS				
			(Comi	olete this section fo	C. PROPOSED TEAM or the prime contractor and all key subcontrac	ctors)			
T	(Ch	eck)			,				
ŭ	7 - C	PARTNER SUBCON- TRACTOR	9. FIRM N	AME	10. ADDRESS	11. ROLE IN THIS CONTRACT			
		σω⊢							
a.									
CHECK IF BRANCH OFFICE									
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e.									
9.									
			CHECK IF BRANCH OFF	IUE					
f.									
			CHECK IF BRANCH OFF	ICE					
D. O	D. ORGANIZATIONAL CHART OF PROPOSED TEAM (Attached)								

		EY PERSONNEL PROP		TRACT	
		lete one Section E for ea		1	
12.	NAME	13. ROLE IN THIS CONTRAC	Γ	a. TOTAL	b. WITH CURRENT FIRM
15.	FIRM NAME AND LOCATION (City and State)		7	1	
	EDUCATION (Degree and Specialization)		CURRENT PROFESSIONAL	REGISTRATIO	N (State and Discipline)
18.	OTHER PROFESSIONAL QUALIFICATIONS (Publications, Or			477	
		19. RELEVANT PRO	JEC 1S		
	(1) TITLE AND LOCATION (City and State)		PROFESSION		COMPLETED CONSTRUCTION (If applicable)
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	PECIFIC ROLE	Check	if project perf	I ormed with current firm
					·
	(1) TITLE AND LOCATION (City and State)		PROFESSION		COMPLETED CONSTRUCTION (If applicable)
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	PECIFIC ROLE	Check	if project perf	ormed with current firm
	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED
			PROFESSION		CONSTRUCTION (If applicable)
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	PECIFIC ROLE	Check	if project perf	ormed with current firm
	(1) TITLE AND LOCATION (City and State)				COMPLETED
			PROFESSION	AL SERVICES	CONSTRUCTION (If applicable)
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	PECIFIC ROLE	Check	if project perfo	ormed with current firm
	(1) TITLE AND LOCATION (City and State)		(2) YEAR	COMPLETED	
			PROFESSION	AL SERVICES	CONSTRUCTION (If applicable)
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	PECIFIC ROLE	Check I	f project perfo	ormed with current firm

F. EXAMPLE PRO ((Present as many pro	20. EXAMPLE PROJECT KEY NUMBER		
21. TITLE AND LOCATION (City and State)		22. YEAF	RCOMPLETED
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	23. PROJECT OWNER'S INFO	PRMATION	
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF C	CONTACT TELEPHONE NUMBER

	25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT						
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE				
a.							
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE				
b.							
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE				
Ç.							
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE				
d.							
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE				
e.							
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE				
f.							

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G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	(Fill Place '	in "Exa 'X" unde	mple Pr er projec	ojects h It key ni	key" sed umber fo	ition bei or partic	low befo ipation		oleting to or simil	
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29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1		6	
2		7	
3		8	
4		9	
5		10	

		TOEROY. 711 INTONVIOUS	TIONAL SHEETS AS NEE	DED.	
		ORIZED REPRESE			
GNATURE	i ne fore	egoing is a statement	LOFFACES,	32. [DATE
AME AND TITLE					

H. ADDITIONAL INFORMATION

	ARCHITECT-ENGINE	ER QUAL	JFICA	TIONS		1. SOLICITATION	IUMBER (if an	γ)
 					ICA TIO	100		_
	(If a firm has branch o	PART II - GE					ina work	1
2a. FIRM (o	r Branch Office) NAME	nces, comp	ilete IOI E	aun spec	JIIIC DI AI			/ UE ENTITY IDENTIFIER
2b. STREET			<u>.</u>			5	. OWNERS	SHIP
2c. CITY			24 574	TE 2e. ZIP (CODE	a. TYPE		
			24. U/A	7L 20. 211 (JODE	b. SMALL BUSINES	SSTATUS	
6a, POINT (OF CONTACT NAME AND TITLE					7. NAME OF FIRM	(If Block 2a is a	Branch Office)
6b. TELEPH	IONE NUMBER	6c. E-MAIL ADD	RESS					
	8a. FORMER FIRM	// NAME(S) (If a	ny)	and the second s	8b. YEA	R ESTABLISHED	8c. UNIQUE	ENTITY IDENTIFIER
	9. EMPLOYEES BY DISCIF	PLINE		AND A		OFILE OF FIRM VERAGE REVE		
a. Function Code	b. Discipline	c. Number of	Employees 2) BRANCH	a. Profile Code		b. Experience		c. Revenue Index Number (see below)
								1003 2312117
	THE RESIDENCE OF THE PROPERTY				***************************************			
	,						, , , , , , , , , , , , , , , , , , , 	
······					<u> </u>			
				-			·	
	Other Employees						<u> </u>	- A WARRANT COLOR
	Total							
SEF (Insert re-	NUAL AVERAGE PROFESSIONAL RVICES REVENUES OF FIRM FOR LAST 3 YEARS venue index number shown at right) Work deral Work	2. \$100 3. \$250	2. \$100,000 to less than \$250,000 7. \$5 million to less than \$10 million 3. \$250,000 to less than \$500,000 8. \$10 million to less than \$25 million					n \$5 million n \$10 million an \$25 million
c. Total W		– 5. \$1 m	illion to les	s than \$2 r	nillion	10. \$50 millio	on or greate	r
	The same of the sa	12. AUTHO		EPRESEN ⁻ tatement of				T Company
a. SIGNATUR	RE	ine lorey	only is a s	MOHIOR UI	ruoto.		b. DATE	
c. NAME AND	TITLE		, , , -			· · · · · · · · · · · · · · · · · · ·	<u> </u>	Mark Larran





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Vendor view of bid

Chat | Description | Attachments

Bid #PSEN-19-07 - Engineering, Permit Review Services And Development Review Committee Assistance 😿 RFQ 🖇

Time Left

closed

of offers

Notifications

Report (Bidder Activity)

Bid Started Bid Ended

This bid closed on Nov 12, 2019 2:00:00 PM

Oct 22, 2019 5:46:39 PM EDT

of suppliers viewed 63 (View)

3

bids)

Agency Information

City of Pembroke Pines, FL (view agency's Q & A

Questions & Answers

Bid Classifications

Required Vendor Qualifications

PP-SWORN, PP-LOCAL, PP-VOSB, PP-DRUGFREE, PP-SCRUTINIZED, PP-W9, PP-VENDORINFO, PP-EQUAL, PP-LBTR

Bid Regions

Regions

Bid Contact

see contact information

Classification Codes

Delivery Location

One or more of the following locations

City of Pembroke Pines No Location Specified

Qty 1

Expected Expenditure n/a

View Rules

Click here to change the rules for this bid.

Best and Final Offer: Create

Approval

View Approval Flow View Approval Flow

Approval Status

Approved

Description

Bid Number

PSEN-19-07

Title

Please upload & submit all required documents here.

Contract Duration

3 years

Contract Renewal

2 annual renewals

Prices Good for

90 days

Budgeted Amount

\$0.00 (change)

Standard Disclaimer

Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

11/13/2019 City of Pembroke Pines, #PSEN-19-07 - Engineering, Permit Review Services and Development Review Committee Assistance However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked & BID SECURITY & (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL **Bid Comments** The City of Pembroke Pines is seeking qualification statements from qualified firms to serve in the capacity of Plan Review Engineers, in accordance with the terms, conditions, and specifications contained in this solicitation and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. -Florida Statute 287.055). The City is seeking firms to provide engineering reviews of plans associated with new and modified projects for the Development Review Committee (DRC) and to perform engineering reviews of projects submitted for permitting and miscellaneous engineering analysis, civil engineering and study services along with engineering reviews of miscellaneous projects submitted for permitting for compliance with City Standards, Codes and Engineering Standards as requested by the Planning and Economic Development and Engineering Departments on an as needed basis and perform engineering inspection services on an as needed basis of City or City permitted projects. Description See Section 1.5, Tab 5 for time and budget requirements. **Documents** Select All | Select None | Download Selected

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com Home | Bid Search | Bids | Orders | Tools | Support | Privacy | Logout

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Question and Answers for Bid #PSEN-19-07 - Engineering, Permit Review Services and Development Review Committee Assistance

Create New Question
Question Deadline: Nov 4, 2019 8:30:00 PM EST

Question Deadline: Nov 4, 2019 8:30:00 PM EST

Overall Bid Questions

There are no questions associated with this bid.

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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June 2, 2020

CITY OF PEMBROKE PINES 601 CITY CENTER WAY 3rd FLOOR - SUITE 303 PEMBROKE PINES FL 33025

Fee Schedule for the City of Pembroke Pines

Company Name	Address
RJ Behar & Company, Inc Tel. No.	6861 SW 196 Avenue, Suite 302
954-680-7771	Pembroke Pines, Florida 33332

Hourly Project Billing Rate					
Category	Hourly Rate				
Principal-in-Charge	\$241.00				
Project Manager (P.E.)	\$190.00				
Senior Engineer (P.E.)	\$197.00				
Project Engineer (P.E.)	\$155.00				
Senior Designer	\$143.00				
CADD Technician	\$98.00				
Construction Project Manager (P.E.)	\$166.00				
Construction Project Administrator	\$134.00				
Senior Inspector	\$101.00				
Inspector	\$80.00				

Client#: 25186 RJBEHARC

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/14/2020

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER	CONTACT Nicole Larsen					
Greyling Ins. Brokerage/EPIC	PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-5	550-4082				
3780 Mansell Rd. Suite 370	E-MAIL ADDRESS: Nicole.Larsen@greyling.com					
Alpharetta, GA 30022	INSURER(S) AFFORDING COVERAGE	NAIC #				
	INSURER A : Sentinel Insurance Co Ltd	11000				
INSURED	INSURER B : Hartford Casualty Ins. Co.	29424				
R.J. Behar & Company, Inc.	INSURER C : Beazley Insurance Company, Inc.	37540				
6861 S.W. 196th Avenue	INSURER D:					
Suite 302	INSURER E:					
Pembroke Pines, FL 33332	INSURER F:					

COVERAGES CERTIFICATE NUMBER: 19-20 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.

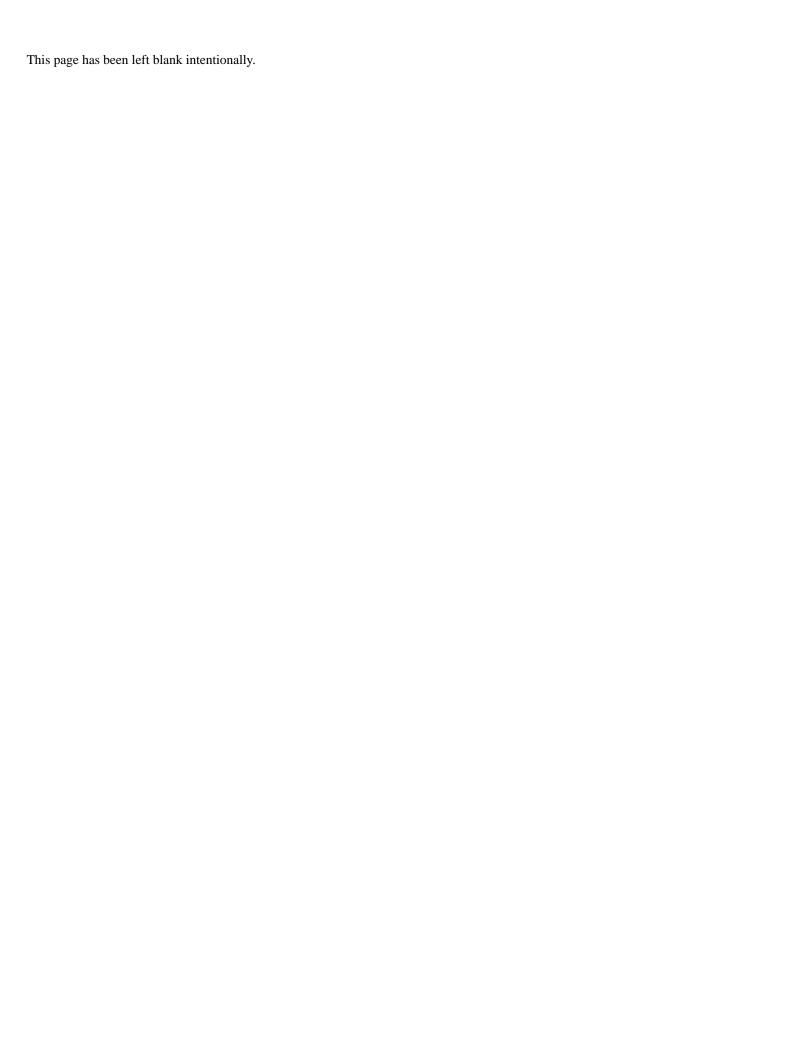
	CCLUSIONS AND CONDITIONS OF SUCH					IVIS.	
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X COMMERCIAL GENERAL LIABILITY		20SBWBA1624	11/17/2019	11/17/2020	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY		20UEGNG0289	11/17/2019	11/17/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
Α	X UMBRELLA LIAB X OCCUR		20SBWBA1624	11/17/2019	11/17/2020	EACH OCCURRENCE	\$4,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$4,000,000
	DED X RETENTION \$10000						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		20WBGAD8LUV	11/17/2019	11/17/2020	X PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
С	Professional Liab		V20C99190301	11/17/2019	11/17/2020	Per Claim \$2,000,00	0
	& Pollution					Aggregate \$3,000,00	00
	Liability						

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

City of Pembroke Pines is named as an Additional Insured on the above referenced liability policies with
the exception of workers compensation & professional liability where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Pembroke Pines 601 City Center Way Hollywood, FL 33025	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
	DAN. Collings

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City of Pembroke Pines, FL

601 City Center Way Pembroke Pines, FL 33025 www.ppines.com

Agenda Request Form

Agenda Number: 8.

File ID: 20-0542

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda

In Control: City Commission

Section:

File Created: 07/06/2020

Short Title: Approve Negotiated Agreement for PSEN-19-07 "Civil

Final Action: 08/05/2020

Engineering, Inspection, Permit Review Services and

DRC Assistance"

Title: MOTION TO APPROVE THE NEGOTIATED CONTINUING CONTRACT WITH R.J. BEHAR & COMPANY, INC., PURSUANT TO THE AWARD OF PSEN-19-07 "CIVIL ENGINEERING. INSPECTION, **PERMIT** REVIEW SERVICES AND REVIEW COMMITTEE **ASSISTANCE** DEVELOPMENT **ACCORDANCE** (DRC)", IN WITH **FLORIDA** STATUTE 287.055 CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA), FOR AN INITIAL THREE (3) YEAR PERIOD FOR AN ANNUAL AMOUNT NOT TO **EXCEED \$85,000.**

Internal Notes:

Attachments: 1. RJ Behar Company Inc. - PSEN-19-07- Agreement (Vendor Executed), 2. Commission

Approval - To Negotiate, 3. Commission Approval - To Advertise

City Commission

08/05/2020 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5

Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner

Schwartz, and Commissioner Chanzes

Nay: - 0

MOTION TO APPROVE THE NEGOTIATED CONTINUING CONTRACT WITH R.J. BEHAR & COMPANY, INC., PURSUANT TO THE AWARD OF PSEN-19-07 "CIVIL ENGINEERING, INSPECTION, PERMIT REVIEW SERVICES AND DEVELOPMENT REVIEW COMMITTEE ASSISTANCE (DRC)", IN ACCORDANCE WITH FLORIDA STATUTE 287.055, CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA), FOR AN INITIAL THREE (3) YEAR PERIOD FOR AN ANNUAL AMOUNT NOT TO EXCEED \$85,000.

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."
- Section 35.15 defines a Request for Qualifications as "A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The city may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."
- 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."."
- Section 35.19(A) states "All sealed competitive solicitations as defined in § 35.18 shall be presented to the City Commission for their consideration prior to advertisement."
- Florida Statute (F.S.) 287.055 is known as the "Consultant's Competitive Negotiation Act" (CCNA).
- F.S. Section 287.055(2)(a) defines Professional services as "those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice."

- F.S. Section 287.055(2)(f) states "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:
- 1. A grouping of minor construction, rehabilitation, or renovation activities.
- 2. A grouping of substantially similar construction, rehabilitation, or renovation activities.
- F.S. Section 287.055(3)(a)(1) states "Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s.287.017 for CATEGORY FIVE (\$325,000) or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s.287.017 for CATEGORY TWO (\$35,000), except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration."
- F.S. Section 287.055(2)(g) states "A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction costs of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another."
- On June 29, 2020, Governor Ron DeSantis signed House Bill 441 "Public Procurement of Services", which increases the maximum cost thresholds for individual projects governed by a "continuing contract" pursuant to CCNA. The bill increases the maximum cost threshold for individual contract projects from \$2 million to \$4 million. In addition, the bill also increases the maximum cost threshold for an individual study from \$200,000 per study to \$500,000. The new bill is effective as of July 1, 2020. The newly enacted cost thresholds will apply to CCNA continuing contracts entered into after July 1, 2020 and will not apply retrospectively to continuing contracts entered into prior to July 1, 2020.
- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. On October 16, 2019, the City Commission authorized the advertisement of RFQ #

PSEN-19-07 "Civil Engineering, Inspection, Permit Review Services and Development Review Committee (DRC) Assistance", which was advertised on October 22, 2019.

- 2. The purpose of this solicitation was to establish a "continuing contract," as defined by Florida Statute 287.055(2)(g), with the most highly qualified firm to serve in the capacity of Plan Review Engineers. The awarded firm would perform reviews of plans associated with new and modified projects for the Development Review Committee (DRC), in addition to Engineering Reviews of projects submitted for permitting, miscellaneous civil engineering, inspection and study services on an as needed basis.
- 3. On April 15, 2020 the City Commission approved the findings and recommendation of the evaluation committee and awarded PSEN-19-07 "Civil Engineering, Inspection, Permit Review Services, and Development Review Committee (DRC) Assistance", to R.J. Behar & Company, Inc., and directed the City Manager to negotiate a contract for services.
- 4. City Staff was able to negotiate a contract with rates, which staff determines are fair, competitive and reasonable. The agreement is for a three (3) year period, which may be renewed in writing by the parties for two (2) additional one (1) year terms.
- 5. Pursuant to Section 2.1 of the Agreement, the City may request from R.J. Behar & Company, Inc. from time to time, on an as needed basis, to provide Civil Engineering, Inspection, Permit Review Services and Development Review Committee Assistance. These requests will describe the scope of work, desired time frame for its completion and the method of payment to be used. Upon receipt of these requests, R.J. Behar & Company, Inc. shall timely review the scope of work and schedule described in each request, and provide the City with a not to exceed fee or a list of professionals required for the assignment and an estimate of the work hours required to accomplish the services. Once an understanding is reached between the City and R.J. Behar & Company, Inc. regarding the scope, schedule and fee, the City may, in its sole discretion, issue a work order authorizing R.J. Behar & Company, Inc. to perform the services.
- 6. Request City Commission to approve the negotiated continuing contract with R.J. Behar & Company, Inc., pursuant to the award of PSEN-19-07 "Civil Engineering, Inspection, Permit Review Services and Development Review Committee (DRC) Assistance", in accordance with Florida Statute 287.055, Consultant's Competitive Negotiation Act (CCNA), for an initial three (3) year period for an annual amount not to exceed \$85,000.

FINANCIAL IMPACT DETAIL:

- a) Initial Cost: \$85,000 Annually (Pro-Rate of \$14,200 for remaining FY2019-20)
- **b)** Amount budgeted for this item in Account No: Funds are available in account # 100-541-6003-31100 (Professional Services Engineering)
- c) Source of funding for difference, if not fully budgeted: Not Applicable.
- d) 5 year projection of the operational cost of the project: The agreement is for a three
- (3) year period, which may be renewed in writing by the parties for two (2) additional one (1) year terms.

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$ 0	N/A	N/A
Expenditures	\$85,000	\$85,000	\$85,000	N/A	N/A
Net Cost	\$85,000	\$85,000	\$85,000	N/A	N/A

e) Detail of additional staff requirements: Not Applicable

PUBLIC SERVICES AGREEMENT COVER MEMORANDUM

To:	Michele Dawson, CM Office	From:	Viviana Arias, Utilities Division	Date:	8/11/2020
Please	e route the two (2) attached agreements, as de	escribed be	ow, for execution and please return one	(1) execut	ted copy to me.

Company:	R.J. Behar & Company
Contract Purpose:	Civil Engineering, Inspection, Permit Review Services and Development Review Committee (DRC) Assistance
Bid Number, Bid	RFQ # PSEN-19-07
Title and	
Description:	Civil Engineering, Inspection, Permit Review Services and Development Review Committee (DRC) Assistance

Contract Template:	Continuing Professional Services Agreement	Effective Date:	Upon Execution
		Commencement Date:	Upon Execution
		Expiration Date:	3 years from execution
Agreement Type:	Original	Renewal Options:	2 additional 1-year terms with mutual
Contract Type:	Expense		approval.
Contract Value Description:	Annual amount not to exceed \$85,000.00		

Contract Manager:	Karl Kennedy	Date Approved by Commission:	Passed, August 5, 2020
Department:	Engineering (Environmental Services)		
Insurance Required:	Yes		
Procurement Method:	Formal Solicitation RFQ		
Additional Notes:			
Attachments	 (2) Originals, Signed/Notarized/Witnessed Exhibit A: RFQ # PSEN-19-07 Civil Engage Review Committee (DRC) Assistance Exhibit B: Fee Schedule Certificate of Insurance Commission Approval 	gineering, Inspection, Permit Re	•