

AGREEMENT COVER MEMORANDUM

| T | :o | City Attorney, City Manager and City | From: | Contracts Division | Date: | 10/08/2024 |
|---|----|--------------------------------------|-------|--------------------|-------|------------|
| | | Clerk. | | | | |

Attached please find for your final review and execution the Second Amendment to the Original Agreement between the City of Pembroke Pines (City) and Hazen and Sawyer, P.C. to provide engineering services for the Wastewater Treatment Plant, collection and distribution facilities for construction and process improvement projects. This Second Amendment is for a one (1) year renewal period, which shall commence on February 1, 2025, and expire on January 31, 2026, as approved by the City Commission on 10/08/2024.

| Company: | Hazen and Sawyer, P.C. |
|--------------------------|--|
| Contract Purpose: | WWTP process engineering, pumping and force mains facilities. |
| Contract | To provide engineering services for the Wastewater Treatment Plant, collection and |
| Description: | distribution facilities for construction and process improvement projects. This Second |
| | Amendment is for a one (1) year renewal period, which shall commence on February 1, |
| | 2025, and expire on January 31, 2026, |

| Agreement Type: | Second Amendment | Effective Date: | Date of Execution | | |
|------------------------|---|---------------------------|----------------------|--|--|
| | | Commencement Date: | 02/01/2025 | | |
| | | Expiration Date: | 01/31/2026 | | |
| Contract Type: | Services (Professional) | Renewal Options: | No further renewals. | | |
| Term. for Conv.: | Thirty (30) calendar days | | | | |
| Financial Impact: | Expense | Notice Period: | 180 | | |
| Contract Value: | \$TBA | Notice Date: | 08/04/2025 | | |
| Contract Value | The Contract Value will be based on the individual projects. Staff will submit every work | | | | |
| Description: | authorization under this contract term, greater than or equal to \$25,000.00, to the City | | | | |
| | Commission for consideration. | | | | |

| Department: | Utilities | For Commission Review: | Yes | |
|-------------------------|--|---|-------------------------------|--------------------------|
| Contract Manager: | Michael F. Bailey | Approved by Commission: | Passed | t |
| Procurement Method: | Renewal Agreement | City Commission Date 10/08/2024 (Approved): | | /2024 |
| Procurement Summary: | Renewal Agreement, See City Commission Approval. | Final Motion: | See Additional Notes Below | |
| | | Reason For Commission Review: | Contra \$25,00 | act value exceeds 00. |
| Account Coding(s): | TBA: Account Coding will be determined at the time of, and | Insurance Required: | Yes | Approved by Risk. |
| | dependent on, each project. | Bonds Required: | N/A | N/A |
| Reviewed by Dept. Head: | Renewal Agreement | | | |



| Procurement Approval: | Annroyed by City Commission | | | |
|---|---|---------------|--|--|
| Additional Notes: | FILE ID: 24-0937 MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT: (B) Hazen and Sawyer, P.C WWTP Process Engineering Services – Renewal. | | | |
| Attachments | Second Amendment, Signed by Vendor City Commission Approval Certificate of Liability Insurance | | | |
| Agreement Cover Memo Reviewed by: | X Oct Oniel Garcia Date | ober 14, 2024 | | |



SECOND AMENDMENT TO CONTINUING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND HAZEN AND SAWYER, P.C.

THIS AMENDMENT ("Second Amendment"), dated _____october 14, 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

HAZEN AND SAWYER, P.C., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of 4000 Hollywood Blvd., Suite # 750N, Hollywood, FL 33021 hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on February 2, 2021, the Parties entered into the Continuing Professional Services Agreement ("Original Agreement") for Water Treatment Plant Process Engineering, Pumping and Force Mains services for an initial three (3) year period, which expired on February 1, 2024; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for two (2) additional one (1) year terms upon the mutual written agreement of the Parties; and,

WHEREAS, on January 23, 2024, the Parties executed the First Amendment to the Original Agreement, to amend the compensation language and to renew the term thereof for a one (1) year period, which will expire on January 31, 2025; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement, as amended, for one (1) year period, which shall commence on February 1, 2025, and naturally expire on January 31, 2026, and to supplement the terms contained therein 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, which shall commence on February 1, 2025, and naturally expire on January 31, 2026.

- **SECTION 3.** 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 Iran Terrorism Sectors 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 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
 - 3.2 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:
 - 3.2.1 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., a person or affiliate, as defined in Section 287.1 33(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 Second Amendment, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 6. <u>Discriminatory Vendor List</u>. Pursuant to Section 287.134(2)(a), Fla. Stat., 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 Second Amendment, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

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

SECTION 8. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, 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 into this Second Amendment, CONSULTANT certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Second Amendment. False certification under this paragraph or being subsequently added to that list will result in termination the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 9. 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 10. 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 11. 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 12. 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 13. 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 AND AFFIDAVIT OF COMPLIANCE WITH ANTI-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:

Print Name: Feul Hernanderb OFFICE OF THE CITY ATTORNEY BY:

E2D2D4AA8795454..

MAYOR ANGELO CASTILLO

ATTEST:

DocuSigned by:

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

DEBRA E. ROGERS, CITY CLERK

October 14, 2024

Signed by:

JOIN US - PROGRESS WITH US

CONSULTANT:

HAZEN AND SAWYER, P.C.

Signed By:

bighed by.

Printed Name: ___ Jennifer McMahon

Title:

Vice President

Signed By: ____

2

Printed Name:

Janeen Wietgrefe

Title:

Vice President



AFFIDAVIT OF COMPLIANCE WITH ANTI-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 Anti-Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

| DATE: | 9/16/2024 |
|---------|-----------------------------|
| ENTITY: | Hazen and Sawyer, P.C. |
| SIGNED | Hazen and Sawyer, P.C. BY: |
| NAME: | Jennifer McMahon |
| TITLE | Vice President |



Version: 1

City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 4.

File ID: 24-0937 Type: Agreements/Contracts Status: Passed

> Agenda In Control: City Commission

Section:

File Created: 09/24/2024

Short Title: Contracts Database Report - October 8th, 2024 Final Action: 10/08/2024

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

- (A) Emilio's BBQ Catering Services Corp. Gift Shop/food services at the Senior Center - Renewal
- (B) Hazen and Sawyer, P.C. WWTP Process Engineering Services -Renewal

ITEMS (C) AND (D) 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:

- (C) Airgas USA, LLC. Liquid Carbon Dioxide-Renewal Non-Renewal
- (D) Concrete Works & Paving, Inc. Concrete & Asphalt Restoration Services - Non-Renewal

*Agenda Date: 10/08/2024

Agenda Number: 4.

Internal Notes:

Attachments: 1. Contract Database Report - October 8, 2024, 2. A. Emilios BBQ Catering Services Corp. (AB),

3. B. Hazen and Sawyer P.C. Professional Services Agreement (AB), 4. C. Airgas USA -

Purchase of Liquid Carbon Dioxide CO-OP (AB), 5. D. Concrete Works & Paving, Inc. - Concrete

and Asphalt Restoration (AB)

Related Files:

Action Text:

City Commission 10/08/2024 approve **Pass** A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez

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) Emilio's BBQ Catering Services Corp. - Gift Shop/food services at the Senior Center - Renewal

- 1. On February 23, 2016, the City entered into a Lease and Operation Management Agreement with Emilio's BBQ Catering Services Corp. for the provision of food and gift shop services at the City's Southwest Focal Point Senior Center for an initial period which expired on December 31, 2019.
- 2. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year terms upon mutual consent, evidenced by written Amendments to the Original Agreement extending the term thereof.
- 3. To date the Original Agreement has been renewed five (5) times extending the term to December 31, 2024.
- 4. The monthly base rent is being increased from \$1,123.53 plus taxes to \$1,173.53 plus taxes, pursuant to Consumer Price Index (CPI) April 2024 rate increases, as allowed by the Agreement.
- 5. The Community Services Department recommends that the City Commission approve this Seventh Amendment to increase the monthly base rent and to extend the term for an additional one (1) year period, which shall commence on January 1, 2025, and naturally expire on December 31, 2025.

FINANCIAL IMPACT DETAIL:

a) Renewal Revenue: \$14,082.36 (\$1,173.53 * 12 months January 2025-December 2025)

- b) Amount budgeted for this item in Account No: Revenue Account 001-000-8001-362046-0000-0000 Rental Community Services. Monthly Rent \$1,173.53 plus tax.
- c) Source of funding for difference, if not fully budgeted: Not Applicable
- d) 2 year projection of the operational cost of the project:

FY 2025 FY 2026

Revenues \$10,561.77 \$3,520.59

Expenditures \$0.00 \$0.00 Net Revenue \$10.561.77 \$3

Net Revenue \$10,561.77 \$3,520.59

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) Hazen and Sawyer, P.C. - WWTP Process Engineering Services - Renewal

- 1. On February 2, 2021, the City entered into an Agreement with Hazen and Sawyer, P.C. for the provision of Process Engineering Services for the Wastewater Treatment Plant collection and distribution facilities, for construction and process improvement projects, with a focus on additions and alterations to existing facility system, for an initial three (3) year period, which expired on February 1, 2024.
- 2. Section 3.2 of the Original Agreement authorizes the renewal in writing by the Parties for two (2) additional, one (1) year renewal terms, upon mutual consent, evidenced by a written Amendment.
- 3. On January 23, 2024, the Parties executed the First Amendment to the Original Agreement, to amend the compensation language and to renew the term for an additional one (1) year period, which expires on January 31, 2025.
- 4. The Utilities Department recommends that the City Commission approve this Second Amendment to renew the term for an additional, one (1) year term, which shall commence on February 1, 2025, and naturally expire on January 31, 2026, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost: Not applicable. Staff will submit every work authorization under this contract term, greater than or equal to \$25,000.00, to the City Commission for consideration.
- **b) Amount budgeted for this item in Account No:** Account Coding will be determined at the time of, and dependent on, each project.
- c) Source of funding for difference, if not fully budgeted: Not Applicable.
- d) 1-year projection of the operational cost of the project: Not Applicable.
- 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) Airgas USA, LLC. - Liquid Carbon Dioxide-Renewal - Non-Renewal

- 1. On April 4, 2023, the City Commission approved the Agreement with Airgas USA, LLC. for the provision of carbon dioxide, liquid, bulk delivery, on an as-needed basis utilizing the pricing established by the Southeast Florida Governmental Cooperative Purchasing Group (CO-OP) ITB# T-11-23, for an initial one (1) year period, which expired on March 14, 2024.
- 2. The CO-OP Agreement #T-11-23 allowed the renewal of the agreement for an additional one (1) year period.
- 4. On March 6, 2024, the City Commission approved a rate increase from \$0.225/lb. or \$450/tn. to \$0.256/lb. or \$530/tn. and the continued purchase of carbon dioxide, liquid, bulk delivery, on an as-needed basis for an additional one (1) year period, which will expire on February 28, 2025.
- 5. The Original CO-OP Agreement does not allow for further renewals, and the Utilities Department is working on a new procurement process to secure this purchase.

(D) Concrete Works & Paving, Inc. - Concrete & Asphalt Restoration Services - Non-Renewal

1. On November 13, 2022, the City entered into an Agreement with Concrete Works & Paving, Inc. for the provision of concrete and asphalt restoration services on an as needed basis, for an initial period, which expired on March 19, 2023.

- 2. The Original Agreement allowed the renewal of the term for two (2) additional one (1) year terms.
- 3. On August 21, 2023, the City entered into the First Amendment to renew the term for an additional one (1) year period, which expired on March 20, 2024.
- 4. On April 18, 2024, the City entered into the Second Amendment to renew the term for an additional one (1) year period, which expires on March 20, 2025.
- 5. The Original Agreement, as amended, does not allow for further renewals and the Utilities Department will be utilizing the Agreement between the City and DeAngelo Contracting Services, LLC.

HAZE&SA-01

KGODWIN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/28/2024

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).

| and continuate account come, rights to the continuate helder in hea or co | | | | |
|---|---|----------|--|--|
| PRODUCER | CONTACT JAME: | | | |
| Ames & Gough 8300 Greensboro Drive | PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 8 | 327-2279 | | |
| Suite 980 | E-MAIL ADDRESS: admin@amesgough.com | | | |
| McLean, VA 22102 | INSURER(S) AFFORDING COVERAGE | NAIC # | | |
| | INSURER A: American Casualty Co of Reading, PA A(XV) | 20427 | | |
| INSURED | INSURER B : National Fire Insurance Company of Hartford A(XV) | 20478 | | |
| Hazen and Sawyer | INSURER C : Continental Insurance Company A(XV) | 35289 | | |
| 498 Seventh Avenue | INSURER D : Continental Casualty Company (CNA) A, XV | 20443 | | |
| New York, NY 10018 | INSURER E: | | | |
| | INSURER F: | | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| | XCLUSIONS AND CONDITIONS OF SUCH F | | | | | | |
|-------------|--|----------|------------------|----------------------------|----------------------------|---|--------------|
| INSR LTR | | ADDL SUB | BR POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | S |
| Α | X COMMERCIAL GENERAL LIABILITY | | | ,, | ,, | EACH OCCURRENCE | \$ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | 7036845683 | 3/29/2024 | 3/29/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | χ Contractual Liab. | | | | | MED EXP (Any one person) | \$ 15,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | POLICY X PRO- | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | OTHER: | | | | | | \$ |
| В | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | X ANY AUTO | | 7036845635 | 3/29/2024 | 3/29/2025 | BODILY INJURY (Per person) | \$ |
| | OWNED SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) | \$ |
| | HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | Comp./Coll. Ded | \$ 1,000 |
| С | X UMBRELLA LIAB X OCCUR | | | | | EACH OCCURRENCE | \$ 2,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | 7036845649 | 3/29/2024 | 3/29/2025 | AGGREGATE | \$ 2,000,000 |
| | DED X RETENTION \$ 10,000 | | | | | | \$ |
| Α | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | X PER OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE | N/A | 7036845652 | 3/29/2024 | 3/29/2025 | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | (Mandatory in NH) | N/A | | | | E.L. DISEASE - EA EMPLOYEE | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - POLICY LIMIT | |
| D | Professional Liab. | | AEH008231489 | 3/29/2024 | 3/29/2025 | Per Claim/Aggregate | 1,000,000 |
| | | | | | | | |
| | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PSA PSUT-20-10, WASTEWATER TREATMENT PLANT PROCESS ENGINEERING, PUMPING AND FORCE MAINS

The City of Pembroke Pines, FL is included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and SEE ATTACHED ACORD 101

| CERTIFICATE HOLDER | CANCELLATION |
|---|--|
| City of Pembroke Pines, FL 601 City Center Way Pembroke Pines, 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. |
| 1 6/18/000 1 11/03, 1 2 00020 | AUTHORIZED REPRESENTATIVE |
| | Am |

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: HAZE&SA-01

KGODWIN

LOC #: 0



ADDITIONAL REMARKS SCHEDULE

Page of 1

| | NAMED INSURED Hazen and Sawyer | | |
|---------------|--------------------------------|--|--|
| Ames & Gough | | | |
| POLICY NUMBER | | | |
| | | | |
| AIC CODE | | | |
| EE P 1 | EFFECTIVE DATE: SEE PAGE 1 | | |
| | AIC CODE | | |

ADDITIONAL REMARKS

| THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, | |
|--|--|
| FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance | |

Description of Operations/Locations/Vehicles:

conditions.

Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the **Professional Liability policy.**

From: Deleon, Lilian
To: Orosa, Anabel
Cc: Contracts

Subject: FW: Hazen and Sawyer, P.C. - PSUT-20-10 - Wastewater Treatment Plant Process Engineering, Pumping and

Force Mains

Date: Thursday, September 12, 2024 9:13:52 AM

Attachments: Hazen and Sawyer P.C. - Professional Services Agreement (Orig-1st A) (ABD) (1).pdf

COI (GL, Auto, Umbr, WC, PL) Expires 3-29-2025 (2).pdf

image001.png

Good morning Anabel,

We reviewed and approved insurance documents for: **Hazen and Sawyer, P.C**. as per your request.

Note: I just want to make a note that the COI shows a different address comparing to the one in The Contract.

Thanks,

Lilian Deleon Benefits/Risk Director City of Pembroke Pines 601 City Center Way 3rd Floor Pembroke Pines, FL 33025

Phone: (954) 392-2093 Fax: (954)517-8406

<u>ldeleon@ppines.com</u>

Website: www.ppines.com

City Hall Hours: Monday thru Thursday 7 am-6 pm-Closed Friday



From: Orosa, Anabel <aorosa@ppines.com>
Sent: Wednesday, September 11, 2024 9:08 AM

To: Deleon, Lilian < Ideleon@ppines.com> **Cc:** Contracts < contracts@ppines.com>

Subject: Hazen and Sawyer, P.C. - PSUT-20-10 - Wastewater Treatment Plant Process Engineering, Pumping and Force Mains

Good afternoon Lili,

Please could you review the attached COI with regard to the above-referenced agreement so as to provide us with your approval/comments?

Thank you,

Anabel Crosa

City of Pembroke Pines | Contracts

601 City Center Way | Pembroke Pines, FL 33025

Main: 954-392-9435

Team email: contracts@ppines.com