



City of Pembroke Pines

**THIRD AMENDMENT TO
CONTINUING PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF PEMBROKE PINES AND
HAZEN AND SAWYER, P.C.**

THIS AMENDMENT (“Third Amendment”), dated August 25, 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

HAZEN AND SAWYER, P.C., a For Profit Corporation as listed with the New York Division of Corporations, authorized to do business in the State of Florida, and 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 Contract (“Original Agreement”) pursuant to Request for Proposals (“RFQ”) # PSUT-20-10 - Wastewater Treatment Plant Process Engineering, Pumping and Force Mains Agreement for the provision of professional services related thereto on an as-needed basis 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 pursuant to written amendments to the Original Agreement; and,

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

WHEREAS, on **October 14, 2024**, the Parties executed the Second Amendment to the Original Agreement to renew the term thereof for a **one (1) year** period, which will naturally expire on **January 31, 2026**; 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,



City of Pembroke Pines

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 **February 1, 2026**, and naturally expiring on **July 31, 2026**.

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 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:

3.1.1 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 Iran Terrorism Sectors 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 Statutes, 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. Public Entity Crimes. 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 Third Amendment, the 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., 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, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 7. Human Trafficking. 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 Third 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 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 692.202, 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**



City of Pembroke Pines

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:
Jacob Horowitz
A563A1DDEFD5417...
Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY
August 25, 2025

DocuSigned by:
Charles F. Dodge
47B966ECFDAD4AC...
BY: _____
CHARLES F. DODGE, CITY MANAGER
August 25, 2025

ATTEST:

DocuSigned by:
Debra E. Rogers
F8EA9A23A58B417...
DEBRA E. ROGERS, CITY CLERK
August 25, 2025

CONSULTANT:

HAZEN AND SAWYER, P.C.

Signed By: Jennifer McMahon
Printed Name: Jennifer McMahon
Title: Vice President

Signed By: Janeen Wietgreffe
Printed Name: Janeen Wietgreffe
Title: Vice President



City of Pembroke Pines

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.

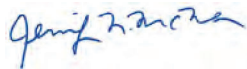
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

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: 8/18/2025

ENTITY: **HAZEN AND SAWYER, P.C.**

SIGNED BY: 

NAME: Jennifer McMahon

TITLE: Vice President



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

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.

Rojas, Dominique

From: Deleon, Lilian
Sent: Wednesday, August 20, 2025 2:13 PM
To: Rojas, Dominique
Cc: Contracts
Subject: FW: Hazen and Sawyer, P.C. - PSUT-20-10 - Wastewater Treatment Plant Process Engineering, Pumping and Force Mains - CID 688 - RID 1976 - Request for Risk Approval of updated COI
Attachments: COI (GL, Auto, Umbr, WC, PL) Expires 3-29-2026.pdf; Hazen and Sawyer - Professional Services - Third Amendment.pdf; Hazen and Sawyer P.C - Professional Services Agreement (Orig-2nd A) (ABD).pdf



Good afternoon, Dominique,

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

Thanks and I am sorry for the delay!

Lilian Deleon
Benefits/Risk Management Director
CITY OF PEMBROKE PINES
601 City Center Way | Suite 305 | Pembroke Pines, FL 33025
Phone: (954) 392 2093 | Fax: (954) 517 8406
Email: ldeleon@ppines.com | Website: www.ppines.com
City Hall Hours: Monday to Thursday, 7am-6pm - Closed Friday.

From: Rojas, Dominique <drojas@ppines.com>
Sent: Wednesday, August 13, 2025 9:02 AM
To: Deleon, Lilian <ldeleon@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 - CID 688 - RID 1976 - Request for Risk Approval of updated COI

Dear Lilian,

Good morning. Please find attached the updated COI for the above-referenced agreement. Also attached is an amendment to extend the term, and the all-backup file.

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

Dominique Rojas • Senior 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



City of Pembroke Pines

**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.

W I T N E S S E T H

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 Statutes, 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.



City of Pembroke Pines

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. Public Entity Crimes. 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. Discriminatory Vendor List. 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. Anti Human Trafficking. 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



City of Pembroke Pines

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**



City of Pembroke Pines

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

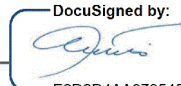
CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

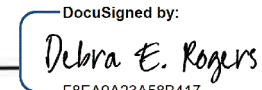


Print Name: Paul Hernandez
OFFICE OF THE CITY ATTORNEY

BY: _____
DocuSigned by:


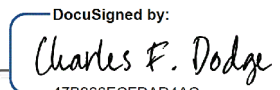
E2D2D4AA8795454...
MAYOR ANGELO CASTILLO

ATTEST:

DocuSigned by:


F8EA9A23A58B417...

DEBRA E. ROGERS, CITY CLERK

BY: _____
DocuSigned by:


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CHARLES F. DODGE, CITY MANAGER

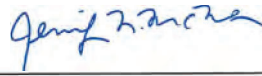
October 14, 2024

Signed by:



CONSULTANT:

HAZEN AND SAWYER, P.C.

Signed By: _____


Printed Name: Jennifer McMahon

Title: Vice President

Signed By: _____


Printed Name: Janeen Wietgreffe

Title: Vice President



City of Pembroke Pines

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 BY: 

NAME: Jennifer McMahon

TITLE: Vice President



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

Version: 1

**Agenda
Section:**

In Control: City Commission

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:

1 City Commission 10/08/2024 approve Pass
Action Text: A motion was made to approve on the Consent Agenda

Agenda Request Form Continued (24-0937)

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)

Agenda Request Form Continued (24-0937)

- b) Amount budgeted for this item in Account No:** Revenue Account 001-000-8001-362046-0000-000-0000 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	\$3,520.59

- 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:

Agenda Request Form Continued (24-0937)

- 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.

Agenda Request Form Continued (24-0937)

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.



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

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.



City of Pembroke Pines

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

THIS AMENDMENT ("First Amendment"), dated January 23, 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 New York 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 will expire 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, the Parties desire to renew the term of the Original Agreement for a **one (1) year period**, and to amend the compensation language contained therein as set forth in this First Amendment.

W I T N E S S E T H

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.



City of Pembroke Pines

SECTION 2. The Original Agreement is hereby renewed for a **one (1) year** period commencing on **February 2, 2024**, and expiring on **January 31, 2025**.

SECTION 3. Section 4.1 of the Original Agreement is hereby revised and amended as set forth below:

4.1 CITY agrees to compensate CONSULTANT pursuant to the amounts agreed to for each work authorization issued by the CITY from time to time, on an as-needed basis, and subject to the project budget for each project or assignment.

SECTION 4. Section 4.2 of the Original Agreement is hereby revised and amended as set forth below:

4.2 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed in accordance with this Agreement and any work authorization issued hereunder. The invoice shall include, but not be limited to, date of service, staff classification, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

SECTION 5. Scrutinized Companies.

5.1 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:

5.1.1 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

5.1.2 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:

5.1.2.1 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

5.1.2.2 Is engaged in business operations in Syria.

SECTION 6. Employment Eligibility. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.



6.1 **Definitions for this Section.**

6.1.1 "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.

6.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

6.1.3 "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.

6.1.4 "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.

6.2 **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:

6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

6.2.2 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

6.2.3 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.



City of Pembroke Pines

SECTION 7. 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 8. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 9. 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 10. 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 11. 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.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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:

Samuel S. Carter, 12/16/25

Print Name: Samuel S. Carter
OFFICE OF THE CITY ATTORNEY

BY: *Frank C. Ortis* for:

MAYOR FRANK C. ORTIS

ATTEST:

DocuSigned by:

Marlene D. Graham

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

DocuSigned by:

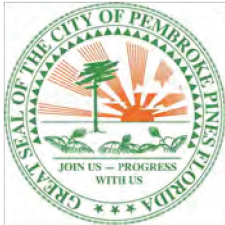
BY: *Charles F. Dodge*

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

DS

January 23, 2024



CONSULTANT:

HAZEN AND SAWYER, P.C.

Signed By: *Jennifer N. McMahon*

Printed Name: Jennifer N. McMahon

Title: Associate Vice President

Signed By: *Janeen M. Wietgreffe*

Printed Name: Janeen M. Wietgreffe

Title: Vice President



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 18.

File ID: 24-0040

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/03/2024

Short Title: Contracts Database Report - January 17th, 2024

Final Action: 01/17/2024

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

(A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal

(B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal

(C) Smith, Bryan & Myers, Inc. - Legislative Consulting Services - Renewal

(D) Calvin, Giordano & Associates, Inc. - Building Department Services - Renewal

(E) The Wetlandsbank Company, LLC - Mitigation Bank - Renewal

(F) Tyler Technologies, Inc. - Enterprises Resource Planning (ERP) SaaS - Renewal

(G) Hazen and Sawyer, P.C. - Continuing Professional Services - Renewal

ITEMS (H) AND (I) 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:

(H) Toshiba America Business Solutions, Inc. - Multi-Function Products (Printers/Copiers) - Non-Renewal

(I) Ferguson Enterprises, LLC. d/b/a Ferguson Waterworks - Underground utility parts - Non-renewal

***Agenda Date:** 01/17/2024

Agenda Request Form Continued (24-0040)

Agenda Number: 18.**Internal Notes:**

Attachments: 1. Contract Database Report - January 17th, 2024, 2. A. Ericks Consultants Inc - Legislative Consulting (AB), 3. B. Lawrence J. Smith, P.A. - Legislative Consulting (AB), 4. C. Smith, Bryan and Myers - Legislative Consulting Services (AB), 5. D. CGA - Building Department Services Agreement (all backup), 6.1 D. Scorecard and Evaluation - CGA Building Department January 2024 with owner builder affidavit, 7. E. Wetlandsbank Company (The) - Wetlands Mitigation Bank Agreement (all backup), 8. F. Tyler Technologies, Inc.- ERP System Software Service Agreement (all backup), 9. G. HAZEN AND SAWYER PC - PSUT-20-10 - WWTP PROCESS ENGINEERING (all backup), 10. I. Ferguson Enterprises - Underground Utility Parts (AB)

Indexes:**Related Files:**

1	City Commission	01/17/2024	approve	Pass
	Action Text:	A motion was made to approve on the Consent Agenda		
		Aye: - 5	Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner 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) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal

1. On January 24, 2013, the City entered into an Agreement with Ericks Consultants, Inc. for an initial one (1) year period, which expired on January 31, 2014.
2. Ericks Consultants, Inc. provides the City with consulting services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meeting or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.
3. Section 6.01 of the Original Agreement authorizes the renewal of the Original Agreement for

Agenda Request Form Continued (24-0040)

additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. The term of the Original Agreement, as amended, has been renewed up to and including January 31, 2024.

5. City Staff recommends the City Commission to approve this Eleventh Amendment to renew the term for an additional one (1) year period, which shall commence on February 1, 2024, and naturally expire on January 31, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$84,000.00

b) **Amount budgeted for this item in Account No:** 001-519-800-531500 (Professional Services-Other)

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	\$0.00
Expenditures	\$56,000.00	\$28,000.00
Net Cost	\$56,000.00	\$28,000.00

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) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal

1. On January 25, 2013, the City entered into an Agreement with Lawrence J. Smith, P.A. for an initial one (1) year period, which expired on January 31, 2014.

2. Lawrence J. Smith, P.A. provides services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory services.

3. Section 6.01 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written

Agenda Request Form Continued (24-0040)

Amendments extending the term thereof.

4. To date the term of the Original Agreement, as amended, has been extended to January 31, 2024.

5. On December 20, 2022, the City approved the Tenth Amendment to the Original Agreement, as amended, to modify the Scope of Services to remove the requirement of Lawrence J. Smith, P.A. to lobby at the State level on behalf of the City. As a result of this modification, the total compensation amount stated in the original agreement, as amended, was reduced to \$50,000 from \$84,000.

6. City Staff recommends that the City Commission approve this Eleventh Amendment to renew the term for an additional one (1) year period, which shall commence on February 1, 2024, and naturally expire on January 31, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$50,000.00

b) **Amount budgeted for this item in Account No:** 001-519-800-531500 (Professional Services-Other)

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	\$0.00
Expenditures	\$33,333.33	\$16,666.67
Net Cost	\$33,333.33	\$16,666.67

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) Smith, Bryan & Myers, Inc. - Legislative Consulting Services - Renewal

1. On February 2, 2017, the City entered into an Agreement with Smith, Bryan & Myers, Inc. for an initial one (1) year period which expired on January 31, 2018.

2. Smith, Bryan and Myers, Inc. provides the City with services during legislative sessions,

Agenda Request Form Continued (24-0040)

including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.

3. Section 6.01 of the Original Agreement authorizes the renewal of the Original Agreement, for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.

4. To date the term of the Original Agreement has been extended to January 31, 2024.

5. City Staff recommends that the City Commission approve this Seventh Amendment to renew the term for an additional one (1) year period, which shall commence on February 1, 2024, and naturally expire on January 31, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$36,000.00

b) **Amount budgeted for this item in Account No:** 001-519-800-531500 (Professional Services-Other)

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	\$0.00
Expenditures	\$24,000.00	\$12,000.00
Net Cost	\$24,000.00	\$12,000.00

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) Calvin, Giordano and Associates, Inc. - Building Department Services - Renewal

1. On July 1, 2009, the City entered into a Professional Services Agreement with Calvin Giordano & Associates, Inc. (CGA) for an initial five (5) year period, commencing July 1, 2009, and expiring June 30, 2014, with subsequent one (1) year renewals.

2. Calvin, Giordano and Associates, Inc. provides plan review, inspection, and other building

Agenda Request Form Continued (24-0040)

department related services pursuant to Request for Proposals No F109-05.

3. The term of the Agreement was renewed annually six (6) times, extending the term to June 30, 2020, with direction provided by the City Commission to the City Manager to negotiate better terms in an effort to generate additional revenues for the City.

4. On June 3, 2020, the Parties entered into the Eighth Amendment to decrease the fees and costs set forth in the Original Agreement, pursuant to a decrease in the Consumer Price Index, and to renew the term for one (1) year to expire on June 30, 2021.

5. On November 17th, 2021, following negotiations by the City Manager, Workshops, and the submittal of various reports requested by City Commissioners, the City Commission approved the Tenth Amendment to the Agreement to include re-negotiated terms with additional clarification to the definitions and terms as noted in the Commission Auditors' report, and to extend the Term for three (3) years to December 31, 2024 with an option to renew for an additional one (1) year term upon the mutual consent of the Parties, evidenced by written amendments to the Original Agreement, as amended, but subject, nonetheless to a formal and public performance review of the CONTRACTOR by the City, to be conducted by and through the City Commission, prior to the end of the three year term.

6. City Staff has completed the requested performance review, also referenced as the Evaluation and Scorecard, which is attached to this agenda.

7. City Staff recommends that the City Commission approve this Eleventh Amendment to renew the term for one (1) year, commencing on January 1, 2025, and expiring on December 31, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: This contract is based on a % of revenues; the City retains 11.5% of permit revenues and CGA receives 88.5% for operations. Per the contract City is also reimbursed for rent and administrative fees.

b) Amount budgeted for this item in Account No: Amounts are budgeted in the following Revenue Accounts: Rental City Facilities 001-000-6001-362030-0000-000-0000-; Administrative Fee - Building Svc 001-000-0800-341310-0000-000-0000- Fund 110 - Building was also created, due to the transition to Energov.

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's 11.5% is used to offset other costs related to the building operations such as the Energov software purchase and annual licenses. See attached Revenue Summary.

	Current FY	Year 2	Year 3	
Revenues	\$1,418,525.00	\$1,468,174.00		\$388,988.00
Expenditures	(\$1,418,525.00)	(\$1,468,174.00)		(\$388,988.00)
Net Cost	\$.00	\$.00	\$.00	

Agenda Request Form Continued (24-0040)

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?** Yes.

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** See attached In-House Analysis

(E) The Wetlandsbank Company, LLC - Wetlands Mitigation Bank - Renewal

1. On March 28th, 2019, the City entered into a License Agreement with The Wetlandsbank Company, LLC for a five (5) year period which will expire on March 27th, 2024.
2. The City has granted The Wetlandsbank Company, LLC (“TWC”) exclusive right to sell Mitigation Bank Credits in the Mitigation Bank and to ensure that any such Credit Sale is in full compliance with the Agreement and with all applicable Permits and requirements of federal, state, and local laws. The intention of the license agreement is for the sale of Mitigation Bank Credits to be used to meet the compensatory mitigation obligations under applicable laws for those persons seeking to undertake development or other activities that adversely impact regulated Wetlands in the Service Area of the Mitigation Bank.
3. Section 3 of the Agreement authorizes its renewal for two (2), additional, five (5) year terms subject to the execution of written amendments to the Agreement, executed by both Parties, and approved by the City Commission.
4. On July 9th, 2020, the Parties executed the First Amendment to authorize TWC to attempt to add more State Mitigation Bank Credits under the South Florida Water Management District Permit and to market such credits, as well as to provide for payment to the City of the applicable License Fee relating to the sale of State Credits or the sale of dual Credits.
5. The Finance Department recommends that the City Commission approve this Second Amendment for the first, five (5) year renewal term which shall commence on March 28th, 2024, and shall expire on March 27th, 2029, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** The sale of the wetland bank credits are a revenue to the City. The City receives 45% of the gross sales proceeds and the Wetlandsbank Co receives 55%.
- b) **Amount budgeted for this item in Account No:** The City does not budget for this revenue, as we do not know the amount or exact timing of when the revenues will be received.

Agenda Request Form Continued (24-0040)

Once the sale is completed revenues are recorded in account 001-000-7001-369100-0000-000-0000- Sale of wetland credits

- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5-year projection of the operational cost of the project** We do not anticipate this revenue prior to collection.
- 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) Tyler Technologies, Inc. - Enterprises Resource Planning (ERP) SaaS - Renewal

1. On April 24th, 2019, the City entered into an Agreement with Tyler Technologies, Inc. for an initial three (3) year period, which expired on April 30th, 2022.
2. Tyler Technologies, Inc. provides Enterprises Resource Planning (ERP) Software as a Service, City-wide.
3. On October 7th, 2019, the Parties executed Change Order 001 to reallocate conversion hours to lead hours (Consulting).
4. On April 28th, 2020, the Parties executed Change Order 002 to remove the Bid Management Module.
5. On June 1st, 2020, the Parties executed Change Order 003 to remove conversion services and to add 7 Tyler ready forms.
6. On February 7th, 2021, the Parties executed Change Order 004 to increase the annual SaaS fee in the amount of \$40K and to update Go-Live Dates.
7. On June 9th, 2021, the Parties executed Change Order 005 to convert travel expenses and increase implementation services in the amount of \$347,900.00.
8. On December 7th, 2021, the Parties executed Change Order 006 to convert travel expenses to implementation services in the amount of \$182,000.00.
9. On February 10th, 2022, the Parties executed Change Order 007 to remove the ExecuTime

Agenda Request Form Continued (24-0040)

services and reduce the annual amount by \$33,217.00.

10. On March 16th, 2022, the Parties executed Change Order 008 to increase the annual amount to \$115,323.33 for additional implementation services and agreed to the automatic renewal of the contract term for an additional one (1) year period which will expire on April 30th, 2023.

11. On December 14th, 2022, the City Commission approved automatic renewal of the Agreement term at the then-current SaaS fees expiring on April 30th, 2024.

12. On December 6th, 2023, the City Commission ratified Change Orders 009 through 013 to increase the compensation under the agreement by \$454,900 for additional services and to also increase the annual SaaS licensing fees by \$4,881.

13. The Technology Services Department recommends that the City Commission approve for the Agreement to renew for a fourth, additional one (1) year term commencing on May 1st, 2024, and expiring on April 30th, 2025.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$1,600,000.00

b) **Amount budgeted for this item in Account No:** 001-513-2002-546801-0000-000-0000
- IT Maintenance Contracts

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 (May-Sept)	FY 2024-25 (Oct-Apr)
Revenues	\$0.00	\$0.00
Expenditures	\$0.00	\$1,600,000.00
Net Cost	\$0.00	\$1,600,000.00

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

(G) Hazen and Sawyer, P.C. - Continuing Professional Services - Renewal

Agenda Request Form Continued (24-0040)

1. On February 2nd, 2021, the City entered into an Agreement with Hazen and Sawyer, P.C. for an initial three (3) year period, which will expire on February 1st, 2024.
2. Hazen and Sawyer, P.C. provides 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 systems.
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 Utilities Department recommends that the City Commission approve this Second Amendment to amend the compensation and to provide for the first, one (1) year renewal term commencing on February 2nd, 2024, and expiring on January 31st, 2025, 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.

**(H) Toshiba America Business Solutions, Inc. - Multi-Function Products
(Printers/Copiers) - Non-Renewal**

1. On February 3rd, 2015, the City entered into an Agreement with Toshiba America Business Solutions, Inc. for an initial five (5) year period, which expired on February 1st, 2020.
2. The City of Pembroke Pines utilizes Toshiba America Business Solutions, Inc. to provide for

Agenda Request Form Continued (24-0040)

the purchase and lease of Multi-Function Products (Printers/Copiers) city-wide.

3. Section 3.2 of the Original Agreement authorizes additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The term of the Agreement has been renewed four (4) times and further extended for 180 days expiring on April 29th, 2024.

5. The Agreement will not be further renewed. A new procurement process for these services was initiated and the results are being presented for City Commission approval at the current meeting.

(I) Ferguson Enterprises, LLC. d/b/a Ferguson Waterworks - Underground utility parts - Non-Renewal

1. On May 5, 2021, the City entered into an Agreement with Ferguson Enterprises, LLC. d/b/a Ferguson Waterworks for the provision of underground utility parts for an initial period, which expires on April 1, 2024.

2. Ferguson Enterprises, LLC. d/b/a Ferguson Waterworks provided the City with underground utility parts.

3. The Agreement does not allow for any renewals and the City Utilities Department has not been using this Agreement since the City entered in the Agreement with Ferguson Enterprises, LLC. for the provision of Utilities Fittings and Accessories.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2023

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).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	INSURER A : American Casualty Co of Reading, PA A(XV) 20427 INSURER B : Continental Insurance Company A(XV) 35289 INSURER C : Continental Casualty Company (CNA) A, XV 20443 INSURER D : 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7036845683	3/29/2023	3/29/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7036845635	3/29/2023	3/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7036845649	3/29/2023	3/29/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	7036845652	3/29/2023	3/29/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			AEH008231489	3/29/2023	3/29/2024	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. AUTHORIZED REPRESENTATIVE
--	---



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

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.

Rojas, Dominique

From: Rotstein, Daniel
Sent: Wednesday, November 15, 2023 5:29 PM
To: Rojas, Dominique
Subject: FW: Hazen and Sawyer, P.C. - PSUT-20-10 - Wastewater Treatment Plant Process Engineering, Pumping and Force Mains - Renewal 2024-25 - Risk Approval Request
Attachments: COI (GL, Auto, Umbr, WC, PL) Expires 3-29-2024.pdf; Hazen and Sawyer, P.C. - Professional Services Agreement - First Amendment (caa).pdf; HAZEN AND SAWYER PC - PSUT-20-10 - WASTEWATER TREATMENT PLANT PROCESS ENGINEERING PUMPING AND FORCE MAINS (ABD).pdf

Ok with me.
Have a good evening and drive home safely

From: Rojas, Dominique <drojas@ppines.com>
Sent: Wednesday, November 15, 2023 4:33 PM
To: Rotstein, Daniel <drotstein@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 - Renewal 2024-25 - Risk Approval Request

Dear Daniel,

Good afternoon. Please find attached for your review the updated certificate of insurance for the above-referenced agreement.

The amendment to renew is also attached for your reference, as is the all-back-up file. We stand by for 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)



Hazen and Sawyer
4000 Hollywood Boulevard, Suite 750N
Hollywood, FL 33021 • 954.987.0066

July 14, 2022

Michael F. Bailey, PE
Utilities Director
City of Pembroke Pines
8300 South Palm Drive
Pembroke Pines, FL 33025

Re: Contract PSUT-20-10 – Request for Increased Hourly Billing Rates

Dear Mr. Bailey:

The purpose of this letter is to request hourly rate adjustments in accordance with Exhibit B – Hazen and Sawyer Hourly Rates. Please find attached our amended Exhibit “B” to reflect the annual increase in rates for this project. Hourly rates are subject to a minimum increase of 3% per year.

The rate adjustments are based on the percentage change of the Consumers Price Index (CPI) for Urban Wage Earners and Clerical Workers for the Miami-Ft Lauderdale area issued by the U.S. Department of Labor, Bureau of Labor Statistics. The CPI table is attached for reference. As shown in the table, the percentage change from February 2021 to June 2022 was 14.9% $[(311.931-271.476)/271.476 * 100\% = 14.9\%]$. We therefore respectfully request an increase of 14% to the rates as shown in the attached exhibit.


Please confirm approval of the updated Exhibit “B” by signing below. Please contact us if you have any questions or need any additional information to process this request.

Very truly yours,
HAZEN AND SAWYER

Jennifer McMahon, PE
Associate Vice President

Enclosure

Authorized by:

 8/23/2022
Michael F. Bailey, P.E.
Utilities Director



Hazen and Sawyer
4000 Hollywood Boulevard, Suite 750N
Hollywood, FL 33021 • 954.987.0066

July 14, 2022

Michael F. Bailey, PE
Utilities Director
City of Pembroke Pines
8300 South Palm Drive
Pembroke Pines, FL 33025

Re: Contract PSUT-20-10 – Request for Increased Hourly Billing Rates

Dear Mr. Bailey:

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Please confirm approval of the updated Exhibit “B” by signing below. Please contact us if you have any questions or need any additional information to process this request.

Very truly yours,
HAZEN AND SAWYER

Jennifer McMahon, PE
Associate Vice President

Enclosure

Authorized by:

Michael F. Bailey, P.E.
Utilities Director

Databases, Tables & Calculators by Subject

Change Output Options:

From: 2012 To: 2022 [GO](#)

include graphs include annual averages

[More Formatting Options](#) 

Data extracted on: July 13, 2022 (11:02:40 AM)

CPI for Urban Wage Earners and Clerical Workers (CPI-W)

Series Id: CWURS35BSA0


Not Seasonally Adjusted

Series Title: All items in Miami-Fort Lauderdale-West Palm Beach, FL, urban wage earners and clerical workers, not seasonally adjusted

Area: Miami-Fort Lauderdale-West Palm Beach, FL

Item: All items

Base Period: 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012		232.605		235.443		232.966		235.409		236.318		234.139	234.323	233.455	235.190
2013		237.565		237.000		236.745		236.343		237.346		237.705	236.968	236.885	237.051
2014		240.637		242.846		242.197		241.789		242.154		240.198	241.532	241.518	241.547
2015		240.495		242.706		243.782		243.661		243.619		242.872	242.597	241.732	243.462
2016		242.837		244.758		246.804		246.540		247.599		249.350	245.903	244.266	247.540
2017		252.875		251.127		250.910		251.206		254.067		254.027	252.339	251.620	253.058
2018		260.623		261.287		262.352		261.748		263.642		261.560	261.267	260.253	262.280
2019		263.874		266.713		264.939		265.956		266.510		266.585	265.488	264.870	266.106
2020		267.329		264.911		266.636		269.398		269.607		268.929	267.540	266.142	268.939
2021		271.476		276.274		280.683		281.518		285.814		289.084	279.823	275.039	284.607
2022		298.778		303.789		311.931								303.080	

Exhibit "B" - Hazen and Sawyer Hourly Rates*
City of Pembroke Pines
Wastewater Treatment Plant Process Engineering, Pumping and Force Mains
RFQ #PSUT-20-10

Project Manager/Technical Advisor/Lead Role:			
Employee	City of Pembroke Pines Title	2021 COPP hourly rate	2022 COPP hourly rate
Jennifer McMahon	Lead Role	\$228.09	\$260.02
Alonso Griborio	Lead Role	\$228.09	\$260.02
Ethan Heijn	Lead Role	\$228.09	\$260.02
Sam Smith	Project Manager	\$173.79	\$198.12
Jean Paul Silva	Lead Role	\$228.09	\$260.02
George Brown	Lead Role	\$228.09	\$260.02
Jorge Atoche	Lead Role	\$203.52	\$232.01
Joe Rohrbacher	Lead Role	\$228.09	\$260.02
Monique Durand	Project Manager	\$186.36	\$212.45
Eric Stanley	Project Manager	\$186.36	\$212.45
Marta Alonso	Project Manager	\$204.93	\$233.62
Elie Andary	Lead Role	\$197.46	\$225.10
Alejandro Cepero Diaz	Construction Observation	\$94.47	\$107.70
Chris Julien	Construction Observation	\$98.22	\$111.97
Representative Support Staff:			
Jim Broad	Project Manager	\$203.07	\$231.50
Keith Dinnen	Project Manager	\$188.07	\$214.40
Casey Andersen	Project Engineer	\$99.06	\$112.93
Anthony Niemiec	Project Engineer/Construction Rep	\$127.50	\$145.35
Lucia Medina	Project Engineer	\$140.91	\$160.64
Alex Fisher	Project Engineer/Construction Rep	\$119.58	\$136.32
Alexandra Kelly	Project Engineer	\$140.25	\$159.89
Nicholas Lucado	Project Engineer	\$123.99	\$141.35
Zack Farmer	Project Engineer	\$100.00	\$114.00
Rachel Loffing	Project Engineer	\$89.43	\$101.95
Tatiana Largaespada	Project Engineer	\$86.55	\$98.67
Mike Green	Construction Rep (Gravity Sewers/FM)	\$89.70	\$102.26
Jason Johnson	Lead CAD	\$157.92	\$180.03
Terry Bocas	Lead CAD	\$124.47	\$141.90

*Subject to annual CPI index of 3% per year, minimum. Other personnel subject to negotiation and City maximum hourly rates.



CONTINUING PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated the _____ day 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

«Vendor» a «Vendor_Business_Type» as listed with the Florida Division of Corporations, 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 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 **September 17, 2018**, 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 Consultant's Competitive Negotiation Act, Section 287.055 (3)(c), Florida Statutes.

1.2 On «Solicitation_Advertisement_Date», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide «Service_Description» services, as more particularly described in **Exhibit “«Exhibit Letter/Number»”** attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
“«Solicitation_Title»”



- 1.3 On «**Bid_Opening_Date**», the bids were opened at the offices of the City Clerk.
- 1.4 On _____, _____ **2020**, the 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.
- 1.5 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, Florida Statutes, and this Agreement incorporates the results of such negotiation.
- 1.6 In the event of any conflicts between this Agreement and any exhibits hereto, this Agreement shall prevail, followed by the bid specifications attached as Exhibit A.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

- 2.1 The CITY may request from the CONSULTANT from time to time, on an as needed basis, specific «**Service_Description**» services. 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 will issue an amendment to the original Agreement or a work order or in a form approved by the CITY authorizing the CONSULTANT to perform the services. The CONSULTANT's fee and cost proposal shall be based upon the hourly rates set forth on **Exhibit «Exhibit Letter/Number»** attached hereto and by this reference made a part hereof.
- 2.2 The scope of work set forth in **Exhibit «Exhibit Letter/Number»** 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 Section 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 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.
- 2.5 CONSULTANT assumes professional and technical responsibility for performance of its 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 amendment. 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 CONSULTANT's services in connection therewith. Notwithstanding the foregoing, the Term of this Agreement shall be «**Number of years in letters and numbers**» years. The Term of this Agreement may be extended upon the mutual written agreement of the Parties for «**Number of renewals in letters and numbers**» renewal periods of «**Number of years in letters and numbers**» year each.

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 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, 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 "«Exhibit Letter/Number»"**, attached hereto and by this reference made a part hereof, for miscellaneous services required. The annual amount shall



not exceed «Compensation_Amount_Written» («Compensation_Amount_Numerical»).

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:

«Vendor_Name»
Attn: «Vendor_Contact_Title»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»

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 of Work, as described in Exhibit “«Exhibit Letter/Number»”, to be provided under this Agreement as described in Article 2 of 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 In no event will the CONSULTANT be compensated for any services which have not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 6 **INDEMNIFICATION**

6.1 CONSULTANT shall indemnify and save harmless the CITY, its trustees, 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, sustained by the CITY, its trustees, 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 Reserved.

6.3 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.

6.4 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 §725.06 Florida Statutes, 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.

ARTICLE 7 **INSURANCE**

7.1 The CONSULTANT 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 CONSULTANT or its employees, agents, servants, partners, principals or subcontractors. The CONSULTANT 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 attorneys' fees which may issue thereon. 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.

76 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. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

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 \$ _____ 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 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. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

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: CONTRACTOR’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. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

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

- 7.6.7 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. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

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 project. The CITY reserves the right at its sole discretion to utilize the 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.

Yes No

x 7.6.13 Other Insurance

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

8.1 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 it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9

INDEPENDENT CONTRACTOR

9.1 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, H.U.D., 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

GOVERNING LAW AND VENUE



10.1 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 11
PUBLIC RECORDS

11.1 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:

11.1.1 Keep and maintain public records required by the CITY to perform the service;

11.1.2 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;

11.1.3 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

11.1.4 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.

11.2 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 12
MISCELLANEOUS

12.1 **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.

12.2 **Records.** 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.

12.3 **Assignments; Amendments.** 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.

12.4 **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.

12.5 **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, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
City of Pembroke Pines, 4th Floor
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 «Vendor_Contact_Title»
«Vendor_Name»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»
E-mail: «Vendor_Email»
Telephone No: «Vendor_Phone_Number»
Cell phone No: «Vendor_Cell_Number»
Facsimile No: «Vendor_Fax_Number»

12.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.8 **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.

12.9 **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.

12.10 **Extent of Agreement.** 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.



12.11 **Legal Representation.** 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.

12.12 **Counterparts and Execution.** This Agreement may be executed 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.

12.13 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.

12.14 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035, F.S., as amended from time to time, ARE SATISFIED.

12.15 **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 if:

12.15.1 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

12.15.2 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:

12.15.2.1 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

12.15.2.2 Is engaged in business operations in Syria.

12.16 **No Waiver of Sovereign Immunity.** 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.

12.17 **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.

12.18 **Protection of CITY Property.** At all times during performance of this Agreement, CONSULTANT shall protect the CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

12.19 **Uncontrollable Forces.** 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.

12.19.1 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, been prevented, removed, or remedied with reasonable 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.

12.20 **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.

12.21 **Domestic Partnership.**

12.21.1 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
 - CONSULTANT 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.

12.21.2 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.

12.21.3 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.

12.21.4 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”.

12.21.5 By executing this Agreement, CONSULTANT certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



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:

By: _____
MARLENE D. GRAHAM, CITY CLERK CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

By: _____
Name: _____
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

«Vendor_Name_Upper_Case»

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of «Vendor_Name», a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of «Vendor_Name» for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, **2020**.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



Wastewater Treatment Plant Process Engineering, Pumping and Force Mains

Request for Qualifications # PSUT-20-10

General Information		
Proposal Requirements	Time and Budget Requirements	See Section 1.5.1 / Tab 4
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Question Due Date	September 15, 2020	See Section 1.8
Proposals will be accepted until	2:00 p.m. on September 29, 2020	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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- 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 # PSUT-20-10
“WASTEWATER TREATMENT PLANT PROCESS ENGINEERING, PUMPING AND FORCE MAINS”

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the www.BidSync.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, September 29, 2020. 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.

1.1.1 VIRTUAL BID OPENING

At the time of writing of this notice, Florida Governor Ron DeSantis’ Executive Order No. 20-69 (extended by EO 20-150 and EO 20-179) on the Coronavirus health alert, is due to expire on September 1, 2020. If the executive order is not extended then meetings may be a combination of in-person and virtual, all as provided by law, or as otherwise entered via an executive order of the governor. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**



In addition, at the time of writing this notice, the City will not be opening up the physical location for public access as **City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic.

Bid openings for this project will be live-streamed from 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 at **2:30 PM on the bid due date**.

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Bedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022
purchasing@ppines.com

1.2 PURPOSE

The City owns and operates wastewater treatment, collection and distribution facilities which have been in service since the 1970's.

Similar to other infrastructure rehabilitation and replacement projects, the process systems at these facilities need to be evaluated and projects must be determined and funded to maintain their serviceability. Due to the age of some of the process equipment, there are growing concerns that their useful life have been reached or is imminent.

It is expected that projects of this nature will have a construction cost greater than \$325,000 each. Therefore, in accordance with the Consultants Competitive Negotiations Act (CCNA).



It is also expected that projects of this nature will have a construction cost of less than \$4,000,000 each. In addition, due to the nature of this work, consistency is desired by the City in the design and implementation of process improvements. Therefore, staff recommends the City advertise for a Continuing Contract for Process Engineering Services in accordance with the CCNA.

The City of Pembroke Pines is seeking qualification statements from qualified firms, to serve in the capacity of Process Engineering Services, 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 anticipates on establishing a Continuing Contract with a firm that can be used on an as needed basis. The intent of the RFQ is to select one firm that can provide these services.

The City intends to enter into a “continuing contract”, as defined by Florida Statute 287.055(2)(g), with one firm.

Firms may not submit response which include sub-consultants.

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 Utilities Division is seeking Process Engineering Services for the Wastewater Treatment, collection and distribution facilities for construction and process improvement projects, with a focus on additions and alterations to existing facility systems. The scope of service shall be in accordance with the Florida Building code, latest editions and all other applicable codes and standards, and will include but not be limited to the following scope:

1. **Planning:** Coordinate assessments of existing systems, including a complete inspection, with tests, to determine which correct measures are required from a process engineering point of view in order to achieve the level of safety and risk management that is intended by current codes and standards. Review conditions and inform the City of Pembroke Pines of any potential issues related to design, material selection, cost estimation or cost analysis.
2. **Design:** Prepare plans and specifications; design calculations, programming, and prepare project design schedules as required by conditions on the project. Prepare project plans



and specifications in accordance with regulatory agency's format to ensure permit acquisition. Prepare preliminary project cost estimates and perform field reviews as needed. Be able to perform peer review services for general compliance.

3. **Bidding:** Attend pre-bid conference to address any questions about the project. Assist in the preparation of any necessary addendum that may be required. Assist in review of bids and assist in selection of contractor.
4. **Construction Services:** Attend and lead pre-construction conference. Review, prepare and approve shop drawings and schedules. Perform construction inspections including engineering support and inspection coordination. Consultant shall not direct the contractor in any means or methods to compete the construction, nor shall they direct or authorize the contractor to make any changes to the approved construction documents.
5. **Closeout Services:** Develop project closeout punch list and ensure all items have been corrected.

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 SUBMISSION

The www.bidsync.com website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website. Proposals should be formatted as follows:

Title Page:

List the following:

Subject: **RFQ # PSUT-20-01 "Wastewater Treatment Plant Process Engineering, Pumping and Force Mains"**

1. Date
2. Name of the Firm
3. Address of the local office
4. Telephone Number
5. Email Address

Letter of Interest:

Limit to two (2) pages.



1. 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. Summary of abilities and experience of the firms' professional personnel (More details to be provided in **Sections E – G, Standard Form 330**)
 - f. 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.
 - h. Identification of firm's, single, professionally licensed point of contact for this project.
2. This Letter of Interest must be signed by a corporate officer.

1.5.1 Proposal Requirements

Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

Tab 1 – 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 2 – Certified Minority Business Enterprise

1. Please identify if you are a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act.
 - a. Note: Pursuant to the Consultants' Competitive Negotiation Act ("CCNA"), a certified minority business enterprise is defined in accordance with the Florida Small and Minority Business Assistance Act. Pursuant to the Florida Small and Minority Business Assistance Act, a certified minority business enterprise is an entity that has been certified by the Florida Department of Management Services, Office of Supplier Diversity ("OSD").
 - b. If you are a Certified Minority Business Enterprise, please provide proof of your certification by the Florida Department of Management Services, Office of Supplier Diversity ("OSD")



Tab 3 - 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.

1. Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.
2. Please address your familiarity and understanding of the needs of the current Wastewater Treatment Facilities along with the needs and desires of the City for Process Engineering Services.
3. In addition to your familiarity and understanding of the Wastewater Treatment Facility, please provide a list of similar projects within five (5) years along with references of key engineers.
4. Please clearly describe all aspects of the project proposed.
5. Include details of your approach and work plans.
6. Identify any issues or concerns of significance that may be appropriate.
7. 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 4 - Willingness to meet time and budget requirements:

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

Project	Timeframe	Project Cost	Compensation *	Funding Year
1. Study and Design of WWTP Processes including, but not limited to, Sludge Dewatering Equipment modifications, Air Supply and Management Systems, Odor Control Systems, Replacement Pump and Lift Stations, and Sanitary Sewer Rehabilitation using CIPP Lining Methods as well as permitting services and Professional Services during construction*.	Begin November 2020	\$325,000 to \$4,000,000 actual costs TBD	\$225,000 per year max.	2020-2025

*Preliminary design report, construction documents (CD’s) and assistance during bidding. Excludes services during construction.

**Subject to planning refinements.

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 5 - 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 6 – 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.

1.5.2 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 re-submit 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 **WILL NOT** 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 **WILL NOT** 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

1.6.10 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds

a. Lobbying:

- i. As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the Contractor must complete the **Certification Regarding Lobbying**.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall also complete and submit the **Standard Form - LLL, “Disclosure Form to Report Lobbying,”** in accordance with its instructions.

b. Debarment, Suspension and Other Responsibility Matters:

- i. Where the Contractor is unable to certify to any of the statements in the certification for **Debarment, Suspension and Other Responsibility Matters**, he or she shall **provide an explanation**.

1.6.11 E-Verify System Certification Statement



- a. The State of Florida, Executive Order 11-116, requires the City, as a party to any State-funded contracts, to participate in the Employment Eligibility Verification administered by the U.S. Department of Homeland Security (“DHS”). Any Vendor performing work pursuant to the State funded contract issued by the City is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees and provide the E-Verify System Certification, certifying that it will enroll and participate in the E-Verify Program.

1.6.12 Minority-Owned Business Enterprise

1.6.13 Woman-Owned Business Enterprise

1.6.14 HUBZone-Certified Small Businesses / Labor Surplus Area Firms

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
Adequacy of Personnel / Ability of Professional Personnel	15 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
Capabilities	25 points
Experience (of the firm or individual)	35 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	25 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	30 points
Willingness to meet time and budget requirements	10 points
Recent, current, and projected workloads of the firms	20 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, the ranking for the tied vendors will be broken **based on the volume of work previously awarded to each firm by the City**, 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, as outlined in Florida Statute 287.055(4)(b).



- i. In the event the score still results in a tie, the ranking for the tied vendors will be broken **by giving preference to a business that certifies that it has implemented a drug-free workplace program on the Vendor Drug-Free Workplace Certification Form**, as outlined in Florida Statute 287.087.
- ii. In the event the score still results in a tie, the ranking for the tied vendors will be broken by **publicly drawing lots**, as outlined in Chapter 35 of the City’s Code of Ordinances.

In the event that the **aggregate scores** from each of the individual evaluator score sheets result in a tie **after tallying the combined scores**, the evaluation committee will take the same process to break the aggregate scores, as outlined above.

- 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 1.7.3 below**.

1.7.2 SCORING FOR LOCATION CRITERIA

The Evaluation Committee will utilize the following when calculating the weighted score of each vendor related to the **Location** criteria.

The **Location** submitted by each proposer will be entered into Google Maps and the shortest distance, in miles (not minutes), shown on Google Maps from the proposer’s location to the City’s address of **City Hall, 601 City Center Way, Pembroke Pines, FL 33025** will be used to determine the **Shortest Distance** from of the proposer’s location.

Then the **Shortest Overall Distance** will be divided by **Proposer “X” Shortest Distance** times the **Maximum Available Points for the Pricing Criteria** = **Proposer “X” Location Score**.

Example:

- Firm “A” shortest distance is 11.70 miles & is the shortest overall distance
- Firm “B” shortest distance is 12.70 miles
- Firm “C” shortest distance is 14.10 miles
- Firm “D” shortest distance is 18.20 miles
- Firm “E” shortest distance is 21.20 miles



Maximum Points Available for the “Location” criteria: 5

Calculation:

Firm “A”: $11.70/11.70 \times 5$ points = 5.00 points

Firm “B”: $11.70/12.70 \times 5$ points = 4.61 points

Firm “C”: $11.70/14.10 \times 5$ points = 4.15 points

Firm “D”: $11.70/18.20 \times 5$ points = 3.21 points

Firm “E”: $11.70/21.20 \times 5$ points = 2.76 points

1.7.3 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.

1.7.4 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)	August 25, 2020
Question Due Date	September 15, 2020
Anticipated Date of Issuance for the Addenda with Questions and Answers	September 21, 2020
Proposals will be accepted until	2:00 p.m. on September 29, 2020
Proposals will be opened at	2:30 p.m. on September 29, 2020
Evaluation of Proposals by Evaluation Committee	October 2020 – November 2020
Recommendation of Contractor to City Commission	November 2020 – December 2020

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before **2:00 p.m. on September 29, 2020.**

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 their information through the designated lines items listed on the BidSync website. In addition, 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. **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.



SECTION 2 - INSURANCE REQUIREMENTS

2.1 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 attorneys' 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.

2.2 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 any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 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.

2.4 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 CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 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 CONTRACTOR 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 CONTRACTOR shall neither 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.

2.6 REQUIRED INSURANCE



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

Yes No

2.6.1 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. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

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

2.6.2 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 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 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.

Yes No



✓ 2.6.3 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

2.6.3.1 If CONTRACTOR 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

✓ 2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** 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

✓ 2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less 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. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No



- * 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR’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. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

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

- * 2.6.7 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

- * 2.6.8 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 CONTRACTOR is physically located on CITY’s premises, a third-party fidelity coverage extension shall apply.

Yes No

- * 2.6.9 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

- ✘ 2.6.10 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

- ✘ 2.6.11 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. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

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

- ✘ 2.6.12 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 CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder’s Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR’s Builder’s Risk Insurance or for the CITY to purchase its own Builder’s Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder’s Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR’s coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR’s Builder’s Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder’s Risk Coverage on the project, the CONTRACTOR 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 CONTRACTOR 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.

Yes No

2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR’s policies shall be Primary & Non-Contributory.
- 2.7.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.
- 2.7.6 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.

2.8 Any and all 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 that 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.

2.9 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.

2.10 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.



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 their 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 that specified. Such samples are to be 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, or 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 specified. No premiums, rebates or 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 consequential arising out of or in 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 sellers 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:

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
2. 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. The 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 BIDS SYNC 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.



3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.33 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager

regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted communication: The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.



CONTACT INFORMATION FORM

IN ACCORDANCE WITH “PSUT 20-10” titled “Wastewater Treatment Plant Process Engineering, Pumping and Force Mains” 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.

COMPANY INFORMATION:

COMPANY: _____

STREET ADDRESS: _____

CITY, STATE & ZIP CODE: _____

PRIMARY CONTACT FOR THE PROJECT:

NAME: _____ TITLE: _____

E-MAIL: _____

TELEPHONE: _____ FAX: _____

AUTHORIZED APPROVER:

NAME: _____ TITLE: _____

E-MAIL: _____

TELEPHONE: _____ FAX: _____

SIGNATURE: _____

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5.1 “Proposal Requirements” of the bid package?

Tab 1 - Standard Form 330 (Parts I and II)	Yes _____
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Tab 2 - Certified Minority Business Enterprise	Yes ____
Tab 3 – Firm’s Understanding and Approach to the Work:	Yes ____
Tab 4 - Willingness to meet time and budget requirements:	Yes ____
Tab 5 - Recent, current, and projected workloads of the firms:	Yes ____
Tab 6 - Other Completed Documents	Yes ____
1. Attachment A - Contact Information Form	Yes ____
2. Attachment B - Vendor Information Form	Yes ____
W-9 (Rev. October 2018)	Yes ____
3. Attachment C - Non-Collusive Affidavit	Yes ____
9. Attachment F - References Form	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 ____
Certification Regarding Lobbying, Debarment, Suspension, Etc.	Yes ____
Standard Form LLL - Disclosure Form to Report Lobbying	Yes ____



NON-COLLUSIVE AFFIDAVIT

BIDDER is the

_____ ,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature _____

Title _____

Name of Company _____



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 this 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 subcontractor(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 prior 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, in 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)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:
INSURER B.
INSURER C.
INSURER D.
INSURER E.

Companies providing coverage

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	Must Include General Liability			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				SAMPLE CERTIFICATE
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	OTHER				

Certificate must contain wording similar to what appears below

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

City Must Be Named as Certificate Holder

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE CANCELLATION MUST BE IN WRITING AND SHALL BE MAILED 30 DAYS WRITTEN LEFT.

AUTHORIZED REPRESENTATIVE



REFERENCES FORM

Provide specific examples of similar contracts. References should be 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 Information:

Name of Firm, City, County or Agency: _____

Address: _____

City/State/Zip: _____

Contact Name: _____ Title: _____

E-Mail Address: _____

Telephone: _____ Fax: _____

Project Information:

Name of Contractor Performing the work: _____

Name and location of the project: _____

Nature of the firm's responsibility on the project: _____

Project duration: _____ Completion (Anticipated) Date: _____

Size of project: _____ Cost of project: _____

Work for which staff was responsible: _____

Contract Type: _____

The results/deliverables of the project: _____



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E-Mail Address: _____

Telephone: _____ Fax: _____

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Address: _____

City/State/Zip: _____

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E-Mail Address: _____

Telephone: _____ Fax: _____

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City/State/Zip: _____

Contact Name: _____ Title: _____

E-Mail Address: _____

Telephone: _____ Fax: _____

Project Information:

Name of Contractor Performing the work: _____

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The results/deliverables of the project: _____



REFERENCES FORM

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Reference Contact Information:

Name of Firm, City, County or Agency: _____

Address: _____

City/State/Zip: _____

Contact Name: _____ Title: _____

E-Mail Address: _____

Telephone: _____ Fax: _____

Project Information:

Name of Contractor Performing the work: _____

Name and location of the project: _____

Nature of the firm's responsibility on the project: _____

Project duration: _____ Completion (Anticipated) Date: _____

Size of project: _____ Cost of project: _____

Work for which staff was responsible: _____

Contract Type: _____

The results/deliverables of the project: _____

ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157
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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.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. 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.

3. 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.

21. 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.

30. 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	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

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
2	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
08	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 Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries (<i>Planning & Relocation</i>)	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
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: Development, Analysis, and Data Collection
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams (<i>Concrete; Arch</i>)	H09	Hospital & Medical Facilities
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization (<i>Process & Facilities</i>)	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	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
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA 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 Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (*Profile Codes continued*)

Code	Description
U01	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

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION <i>(City and State)</i>	
2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE		
5. NAME OF FIRM		
6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S
QUALIFICATIONS FOR THIS CONTRACT**
*(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY
NUMBER21. TITLE AND LOCATION *(City and State)*

22. YEAR COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION *(If applicable)*

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

b. POINT OF CONTACT NAME

c. POINT OF CONTACT TELEPHONE NUMBER

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE



CONTACT INFORMATION FORM

IN ACCORDANCE WITH “PSUT 20-10” titled “Wastewater Treatment Plant Process Engineering, Pumping and Force Mains” 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.

COMPANY INFORMATION:

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

AUTHORIZED APPROVER:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

SIGNATURE:

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

Tab 1 - Standard Form 330 (Parts I and II)	Yes <input type="checkbox"/>
Tab 2 - Certified Minority Business Enterprise	Yes <input type="checkbox"/>
Tab 3 – Firm’s Understanding and Approach to the Work:	Yes <input type="checkbox"/>
Tab 4 - Willingness to meet time and budget requirements:	Yes <input type="checkbox"/>
Tab 5 - Recent, current, and projected workloads of the firms:	Yes <input type="checkbox"/>
Tab 6 - Other Completed Documents	Yes <input type="checkbox"/>
1. Attachment A - Contact Information Form	Yes <input type="checkbox"/>

2. Attachment B - Vendor Information Form	Yes <input type="checkbox"/>
W-9 (Rev. October 2018)	Yes <input type="checkbox"/>
3. Attachment C - Non-Collusive Affidavit	Yes <input type="checkbox"/>
9. Attachment F - References Form	Yes <input type="checkbox"/>

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 <input type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input type="checkbox"/>
Local Vendor Preference Certification	Yes <input type="checkbox"/>
Local Business Tax Receipts	Yes <input type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input type="checkbox"/>
Equal Benefits Certification Form	Yes <input type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input type="checkbox"/>
Scrutinized Company Certification	Yes <input type="checkbox"/>
Certification Regarding Lobbying, Debarment, Suspension, Etc.	Yes <input type="checkbox"/>
Standard Form LLL - Disclosure Form to Report Lobbying	Yes <input type="checkbox"/>



NON-COLLUSIVE AFFIDAVIT

BIDDER is the _____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature _____

Title _____

Name of Company _____



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 this 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 prior 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 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)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

<p>PRODUCER</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p>
<p>INSURERS AFFORDING COVERAGE</p>	
<p>INSURED</p> <div style="border: 1px solid black; padding: 10px; text-align: center; font-size: 24px; font-weight: bold;"> YOUR COMPANY NAME HERE </div>	<p>INSURER A: </p> <p>INSURER B: </p> <p>INSURER C: </p> <p>INSURER D: </p> <p>INSURER E: </p> <div style="border: 1px solid black; padding: 5px; text-align: center; font-weight: bold;"> Companies providing coverage </div>

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS												
	<p>GENERAL LIABILITY</p> <p><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc</p>	Must Include General Liability			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$												
	<p>AUTOMOBILE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS</p> <p><input type="checkbox"/> NON-OWNED AUTOS</p>	SAMPLE CERTIFICATE															
	<p>GARAGE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO</p>				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$												
	<p>EXCESS LIABILITY</p> <p>OCCUR <input type="checkbox"/> CLAIMS MADE</p> <p>DEDUCTIBLE</p> <p>RETENTION \$</p>				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$												
	<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</p>				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">WC STATU-TORY LIMITS</td> <td style="width:10%;">OTH-ER</td> <td style="width:80%;"></td> </tr> <tr> <td colspan="2"></td> <td>E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2"></td> <td>E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2"></td> <td>E.L. DISEASE - POLICY LIMIT \$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER				E.L. EACH ACCIDENT \$			E.L. DISEASE - EA EMPLOYEE \$			E.L. DISEASE - POLICY LIMIT \$
WC STATU-TORY LIMITS	OTH-ER																
		E.L. EACH ACCIDENT \$															
		E.L. DISEASE - EA EMPLOYEE \$															
		E.L. DISEASE - POLICY LIMIT \$															
	OTHER																

Certificate must contain wording similar to what appears below

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

<p>CERTIFICATE HOLDER</p> <p>City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025</p>	<p>ADDITIONAL INSURED; INSURER LETTER:</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, MAIL <u>30</u> DAYS WRITTEN LEFT.</p>
		City Must Be Named as Certificate Holder
		<p>AUTHORIZED REPRESENTATIVE</p>



CONTINUING PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated the _____ day 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

«Vendor» a «Vendor_Business_Type» as listed with the Florida Division of Corporations, 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 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 **September 17, 2018**, 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 Consultant's Competitive Negotiation Act, Section 287.055 (3)(c), Florida Statutes.

1.2 On «Solicitation_Advertisement_Date», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide «Service_Description» services, as more particularly described in **Exhibit “«Exhibit Letter/Number»”** attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
“«Solicitation_Title»”



- 1.3 On «**Bid_Opening_Date**», the bids were opened at the offices of the City Clerk.
- 1.4 On _____, _____ **2020**, the 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.
- 1.5 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, Florida Statutes, and this Agreement incorporates the results of such negotiation.
- 1.6 In the event of any conflicts between this Agreement and any exhibits hereto, this Agreement shall prevail, followed by the bid specifications attached as Exhibit A.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

- 2.1 The CITY may request from the CONSULTANT from time to time, on an as needed basis, specific «**Service_Description**» services. 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 will issue an amendment to the original Agreement or a work order or in a form approved by the CITY authorizing the CONSULTANT to perform the services. The CONSULTANT's fee and cost proposal shall be based upon the hourly rates set forth on **Exhibit «Exhibit Letter/Number»** attached hereto and by this reference made a part hereof.
- 2.2 The scope of work set forth in **Exhibit «Exhibit Letter/Number»** 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 Section 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 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.
- 2.5 CONSULTANT assumes professional and technical responsibility for performance of its 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 amendment. 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 CONSULTANT's services in connection therewith. Notwithstanding the foregoing, the Term of this Agreement shall be «**Number of years in letters and numbers**» years. The Term of this Agreement may be extended upon the mutual written agreement of the Parties for «**Number of renewals in letters and numbers**» renewal periods of «**Number of years in letters and numbers**» year each.

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 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, 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 "«Exhibit Letter/Number»"**, attached hereto and by this reference made a part hereof, for miscellaneous services required. The annual amount shall



not exceed «Compensation_Amount_Written» («Compensation_Amount_Numerical»).

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:

«Vendor_Name»
Attn: «Vendor_Contact_Title»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»

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 of Work, as described in Exhibit “«Exhibit Letter/Number»”, to be provided under this Agreement as described in Article 2 of 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 In no event will the CONSULTANT be compensated for any services which have not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 6 **INDEMNIFICATION**

6.1 CONSULTANT shall indemnify and save harmless the CITY, its trustees, 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, sustained by the CITY, its trustees, 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 Reserved.

6.3 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.

6.4 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 §725.06 Florida Statutes, 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.

ARTICLE 7 **INSURANCE**

7.1 The CONSULTANT 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 CONSULTANT or its employees, agents, servants, partners, principals or subcontractors. The CONSULTANT 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 attorneys' fees which may issue thereon. 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.

76 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. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

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 \$ _____ 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 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. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

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: CONTRACTOR’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. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

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

- 7.6.7 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. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

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 project. The CITY reserves the right at its sole discretion to utilize the 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.

Yes No

✘ 7.6.13 Other Insurance

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

8.1 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 it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9

INDEPENDENT CONTRACTOR

9.1 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, H.U.D., 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

GOVERNING LAW AND VENUE



10.1 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 11
PUBLIC RECORDS

11.1 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:

11.1.1 Keep and maintain public records required by the CITY to perform the service;

11.1.2 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;

11.1.3 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

11.1.4 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.

11.2 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 12
MISCELLANEOUS

12.1 **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.

12.2 **Records.** 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.

12.3 **Assignments; Amendments.** 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.

12.4 **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.

12.5 **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, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
City of Pembroke Pines, 4th Floor
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 «Vendor_Contact_Title»
«Vendor_Name»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»
E-mail: «Vendor_Email»
Telephone No: «Vendor_Phone_Number»
Cell phone No: «Vendor_Cell_Number»
Facsimile No: «Vendor_Fax_Number»

12.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.8 **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.

12.9 **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.

12.10 **Extent of Agreement.** 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.



12.11 **Legal Representation.** 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.

12.12 **Counterparts and Execution.** This Agreement may be executed 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.

12.13 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.

12.14 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035, F.S., as amended from time to time, ARE SATISFIED.

12.15 **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 if:

12.15.1 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

12.15.2 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:

12.15.2.1 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

12.15.2.2 Is engaged in business operations in Syria.

12.16 **No Waiver of Sovereign Immunity.** 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.

12.17 **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.

12.18 **Protection of CITY Property.** At all times during performance of this Agreement, CONSULTANT shall protect the CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

12.19 **Uncontrollable Forces.** 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.

12.19.1 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, been prevented, removed, or remedied with reasonable 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.

12.20 **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.

12.21 **Domestic Partnership.**

12.21.1 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
 - CONSULTANT 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.

12.21.2 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.

12.21.3 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.

12.21.4 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”.

12.21.5 By executing this Agreement, CONSULTANT certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



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:

By: _____
MARLENE D. GRAHAM, CITY CLERK CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

By: _____
Name: _____
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

«Vendor_Name_Upper_Case»

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of «Vendor_Name», a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of «Vendor_Name» for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, **2020**.

NOTARY PUBLIC

(Name 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 Information:

Name of Firm, City, County or Agency: _____

Address: _____

City/State/Zip: _____

Contact Name: _____ Title: _____

E-Mail Address: _____

Telephone: _____ Fax: _____

Project Information:

Name of Contractor Performing the work: _____

Name and location of the project: _____

Nature of the firm's responsibility on the project: _____

Project duration: _____ Completion (Anticipated) Date: _____

Size of project: _____ Cost of project: _____

Work for which staff was responsible: _____

Contract Type: _____

The results/deliverables of the project: _____

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.**

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City/State/Zip: _____

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Telephone: _____ Fax: _____

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Project duration: _____ Completion (Anticipated) Date: _____

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Work for which staff was responsible: _____

Contract Type: _____

The results/deliverables of the project: _____

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Name of Firm, City, County or Agency: _____

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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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 Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: _____ Title: _____

E-Mail Address: _____

Telephone: _____ Fax: _____

Project Information:

Name of Contractor Performing the work: _____

Name and location of the project: _____

Nature of the firm's responsibility on the project: _____

Project duration: _____ Completion (Anticipated) Date: _____

Size of project: _____ Cost of project: _____

Work for which staff was responsible: _____

Contract Type: _____

The results/deliverables of the project: _____

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Address: _____

City/State/Zip: _____

Contact Name: _____ Title: _____

E-Mail Address: _____

Telephone: _____ Fax: _____

Project Information:

Name of Contractor Performing the work: _____

Name and location of the project: _____

Nature of the firm's responsibility on the project: _____

Project duration: _____ Completion (Anticipated) Date: _____

Size of project: _____ Cost of project: _____

Work for which staff was responsible: _____

Contract Type: _____

The results/deliverables of the 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.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. 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.

3. 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.

21. 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.

30. 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	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

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
2	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
08	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 Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries (<i>Planning & Relocation</i>)	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
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: Development, Analysis, and Data Collection
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams (<i>Concrete; Arch</i>)	H09	Hospital & Medical Facilities
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization (<i>Process & Facilities</i>)	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	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
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA 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 Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (*Profile Codes continued*)

Code	Description
U01	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

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION <i>(City and State)</i>	
2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE		
5. NAME OF FIRM		
6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON-TRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S
QUALIFICATIONS FOR THIS CONTRACT**
*(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY
NUMBER21. TITLE AND LOCATION *(City and State)*

22. YEAR COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION *(If applicable)*

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

b. POINT OF CONTACT NAME

c. POINT OF CONTACT TELEPHONE NUMBER

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE



**PEMBROKE PINES
CITY COMMISSION**

Frank C. Ortis
MAYOR
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September 23, 2020

**Addendum # 1
City of Pembroke Pines
IFB # PSUT-20-10 Wastewater Treatment Plant Process Engineering, Pumping
and Force Mains**

Item #1:

The following project is to be included in the list of projects in Tab 4 – Willingness to meet time and budget requirements

Study of existing DIP Force Mains

Tab 4 - Willingness to meet time and budget requirements:

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

Project	Timeframe	Project Cost	Compensation *	Funding Year
1. Study and Design of WWTP Processes including, but not limited to, Sludge Dewatering Equipment modifications, Air Supply and Management Systems, Odor Control Systems, Replacement Pump and Lift Stations, and Sanitary Sewer Rehabilitation using CIPP Lining Methods as well as permitting services and Professional Services during construction* and <i>Study of existing DIP Force Mains</i>	Begin November 2020	\$325,000 to \$4,000,000 actual costs TBD	\$225,000 per year max.	2020- 2025

The general scope of work is to provide condition assessment, leak detection and air pocket detection services to determine the condition of the pipes and what level of repairs, upgrades, and replacements will be needed.

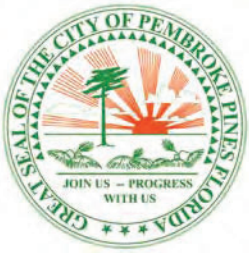
NON MANDATORY PRE-BID MEETING / SITE VISIT

There will be a **non-mandatory** scheduled pre-bid meeting on **Tuesday, September 29th, 2020 at 10:00 am**. Meeting location will be at the **Wastewater Treatment Plant located at 13955 Pembroke Road, Pembroke Pines, FL 33027**.

Attendees shall adhere to any recommendations from the CDC, the State of Florida, Broward County, and the City related to Covid-19 that are applicable to any activity during the site visit. Recommendation may include, but are not limited to activities such as social distancing and wearing face coverings.

1.8 TENTATIVE SCHEDULE OF EVENTS (UPDATED)

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	August 25, 2020
Non-Mandatory Pre-Bid Meeting	Tuesday, September 29th, 2020. 10:00 a.m.
Question Due Date	September 30, 2020
Anticipated Date of Issuance for the Addenda with Questions and Answers	October 1, 2020
Proposals will be accepted until	2:00 p.m. on October 6, 2020
Proposals will be opened at	2:30 p.m. on October 6, 2020
Evaluation of Proposals by Evaluation Committee	October 2020 – November 2020
Recommendation of Contractor to City Commission	November 2020 – December 2020



**PEMBROKE PINES
CITY COMMISSION**

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September 23, 2020

**Addendum # 2
City of Pembroke Pines
IFB # PSUT-20-10 Wastewater Treatment Plant Process Engineering, Pumping
and Force Mains**

NON MANDATORY PRE-BID MEETING / SITE VISIT

There will be a **non-mandatory** scheduled pre-bid meeting on **Tuesday, September 29th, 2020 at 10:00 am**. Meeting location will be at the **Wastewater Treatment Plant located at 13955 Pembroke Road, Pembroke Pines, FL 33027**.

Attendees shall adhere to any recommendations from the CDC, the State of Florida, Broward County, and the City related to Covid-19 that are applicable to any activity during the site visit. Recommendation may include, but are not limited to activities such as social distancing and wearing face coverings.

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Proposals will be opened at	2:30 p.m. on October 6, 2020
Evaluation of Proposals by Evaluation Committee	October 2020 – November 2020
Recommendation of Contractor to City Commission	November 2020 – December 2020



[Vendor view of bid](#)

[Chat](#) | [Description](#) | [Attachments](#)

Bid #PSUT-20-10 - Wastewater Treatment Plant Process Engineering, Pumping And Force Mains

Time Left	closed	# of offers	4
Bid Started	Aug 25, 2020 7:21:17 PM EDT	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Oct 6, 2020 2:00:00 PM EDT	# of suppliers viewed	107 (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	Q & A	Questions & Answers Questions: 4
Bid Classifications	Classification Codes		
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		
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	PSUT-20-10
Title	Wastewater Treatment Plant Process Engineering, Pumping and Force Mains
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.

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 33025.

Bid Comments

The City of Pembroke Pines is seeking qualification statements from qualified firms, to serve in the capacity of Process Engineering Services for the Wastewater Treatment, collection and distribution facilities for construction and process improvement projects, with a focus on additions and alterations to existing facility systems, in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. – Florida Statute 287.055).

Description

Study and Design of WWTP Processes including, but not limited to, Sludge Dewatering Equipment modifications, Air Supply and Management Systems, Odor Control Systems, Replacement Pump and Lift Stations, and Sanitary Sewer Rehabilitation using CIPP Lining Methods as well as permitting services and Professional Services during construction*.

Documents

Select All | Select None | Download Selected

- 1.  [PSUT-20-10 Wastewater Treatment Engineering, Plant Process, Collection, Pumping and Force Mains.pdf](#) [\[download\]](#)
- 2.  [Attachment A - Contact Information Form 2019-04-10.docx](#) [\[download\]](#)
- 3.  [Attachment B - Non-Collusive Affidavit](#) [\[download\]](#)
- 4.  [Attachment C - Proposers Qualifications Statement](#) [\[download\]](#)
- 5.  [Attachment D - Sample Insurance Certificate.pdf](#) [\[download\]](#)
- 6.  [Attachment E - Specimen Contract - Continuing Contract CCNA Rev 2020-01.pdf](#) [\[download\]](#)
- 7.  [Attachment F - References Form](#) [\[download\]](#)
- 8.  [Attachment G - Standard Form 330.pdf](#) [\[download\]](#)
- 9.  [Addendum 1.pdf](#) [\[download\]](#)

 = Included in Bid Packet  = Excluded from Bid Packet

Addendum #1 - Made On Sep 14, 2020 5:34:52 PM EDT

<p>Previous Q & A End Date Sep 15, 2020 8:30:00 PM EDT</p> <p>Previous Required Qualifications FED-LOBBY&DEBAR FL-EVERIFY PP-DRUGFREE PP-EQUAL PP-HUBZONE PP-LBTR PP-LOCAL PP-MBE PP-SCRUTINIZED PP-SWORN PP-VENDORINFO PP-VOSB PP-W9 PP-WBE</p>	<p>New Q & A End Date Sep 21, 2020 8:30:00 PM EDT</p> <p>New Required Qualifications PP-SWORN PP-LOCAL PP-VOSB PP-DRUGFREE PP-SCRUTINIZED PP-W9 PP-VENDORINFO PP-EQUAL PP-LBTR</p>
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Addendum #2 - Made On Sep 29, 2020 1:37:32 PM EDT

<p>Previous End Date Sep 29, 2020 2:00:00 PM EDT</p> <p>Previous Q & A End Date Sep 21, 2020 8:30:00 PM EDT</p>	<p>New End Date Oct 6, 2020 2:00:00 PM EDT</p> <p>New Q & A End Date Sep 30, 2020 8:30:00 PM EDT</p>
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Change Made On Sep 23, 2020 12:27:58 PM EDT

New Documents Addendum 1.pdf

Contractor Advertisements

[View All Ads](#)

There are no advertisements on this solicitation.

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

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Question and Answers for Bid #PSUT-20-10 - Wastewater Treatment Plant Process Engineering, Pumping and Force Mains

[Create New Question](#)

Question Deadline: Sep 30, 2020 8:30:00 PM EDT

Overall Bid Questions

Question 1

Is a certificate of insurance required to be submitted with the proposal? (Submitted: Sep 21, 2020 3:36:04 PM EDT)

Answer

[edit](#)

- No (Answered: Sep 22, 2020 5:12:33 PM EDT)

Add to Answer:

Question 2

Page 7 of RFQ # PSUT-20-10, 8th paragraph of Section 1.2 PURPOSE states: "Firms may not submit a response which include sub-consultants." Please clarify and confirm the intent of this statement. (Submitted: Sep 21, 2020 3:55:18 PM EDT)

Answer

[edit](#)

- Vendors are required to have the in-house capabilities to perform the subject Professional Services. Vendors who submit a response which include sub-consultants, will be deemed unresponsive with the following exceptions: geotechnical, electrical, underground locations and specialty pipe testing. (Answered: Sep 22, 2020 5:12:33 PM EDT)

Add to Answer:

Question 3

Attachment C requests that we attach our certificates for professional engineering. The form does not allow attachments. Do we submit the licenses in our proposal. (Submitted: Sep 21, 2020 4:19:01 PM EDT)

Answer

[edit](#)

- Yes (Answered: Sep 22, 2020 5:12:33 PM EDT)

Add to Answer:

Question 4

Follow up to previously submitted question Number 2. The sub-consultant exceptions is a narrow band. Can the exceptions be revised to include surveying services and construction inspection services? (Submitted: Sep 30, 2020 4:31:28 PM EDT)

Answer

[edit](#)

- Surveying services and construction inspection services for CIPP only are hereby added to the list of exceptions in question 2. (Answered: Oct 5, 2020 4:55:18 PM EDT)

Add to Answer:

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

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CONTINUING PROFESSIONAL SERVICES CONTRACT

THIS IS AN AGREEMENT ("Agreement"), dated the 13 day of January, 2020 by and between:

2021

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

HAZEN AND SAWYER, P.C., a Foreign 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 **4000 Hollywood Blvd., 750N, Hollywood, FL 33021** (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 August 25, 2020, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **provide 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 systems**, as more particularly described in **Exhibit "A"**, attached hereto and by this reference made a part hereof, for the said bid entitled:

Request for Qualification # PSUT-20-10

Wastewater Treatment Plant Process Engineering, Pumping and Force Mains

1.2 On **October 6, 2020**, the bids were opened at the offices of the City Clerk.



1.3 On January 13, 2021, 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 the CONSULTANT from time to time, on an as needed basis, Wastewater Treatment Plant Engineering Services for construction and process improvement projects at the Wastewater Treatment Plant as more particularly described in **Exhibit "A"**, attached here to any 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 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 will issue an amendment to the Agreement or a work order authorizing the CONSULTANT to perform the services as described therein. 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 description of projects and services 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



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 work order or amendment hereto. 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 and the term of this Agreement shall be for a period of **three (3) years**. The term of this Agreement may be extended upon the mutual written agreement of the Parties hereto for **two (2) additional one (1) year renewal 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 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, 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

{00419486.1 1956-7601851}



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 annual amount of compensation shall not exceed **EIGHT HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$825,000)**.

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:

ATTN:
Hazen and Sawyer, P.C.
4000 Hollywood Blvd., 750N
Hollywood, FL 33021

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 of Work, 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 or work order, 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 or in a separate written agreement, work order, or 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, and employees from and against any and all liabilities, damages, losses, and costs, including,



but not limited to, reasonable attorneys' fees (where recoverable by law), sustained by the CITY, its elected and appointed officials, or employees arising out of 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. 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 **\$2,000,000.00** 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 than \$1,000,000 per wrongful or negligent act/ annual aggregate. 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

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 project. The CITY reserves the right at its sole discretion to utilize the 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, except for professional liability.
- 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.



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, pandemic, acts of God, 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 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 **Damages.** 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.



14.2 **Correction of Work.** 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 non-conformance and the quality of workmanship.

14.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT:

14.3.1 The abandonment of the Property by CONSULTANT for a period of more than seven (7) business days.

14.3.2 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.

14.3.3 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.

14.3.4 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.

14.3.5 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.

14.4 **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.



14.4.1 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 CITY.

14.4.2 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 with the costs incident thereto to such default.

14.4.3 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.

14.4.4 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

16.1 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 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 **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.

18.2 **Legal Representation.** 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 **Records.** 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 **Assignments; Amendments.** 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 **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, 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: Julie Forgione
Hazen and Sawyer, P.C.
4000 Hollywood Boulevard. 750 N
Hollywood, FL 33021

18.7 **Binding Authority.** Each person signing this Agreement on behalf of either party

{00419486.1 1956-7601851}



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 **Headings.** 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 **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.

18.11 **Extent of Agreement.** 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 **No Waiver of Sovereign Immunity.** 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 **Protection of CITY Property.** 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 **Counterparts and Execution.** 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 **Compliance with Statutes.** 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 **Compliance with Jessica Lunsford Act.** CONSULTANT shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals whom perform services at a Florida public school or for a public school district, if applicable.



18.18 **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:

18.18.1 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

18.18.2 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:

18.18.2.1 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

18.18.2.2 Is engaged in business operations in Syria.

19.19 **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.

19.20 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.

19.21 **Domestic Partnership.**

19.21.1 CONSULTANT certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that CONSULTANT currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances.

19.21.2 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.



19.21.3 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.

19.21.4 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.

19.21.5 By executing this Agreement, CONSULTANT certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

19.22 **E-Verify**. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

19.22.1 Definitions for this Section.

19.22.1.1 “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.

19.22.1.2 “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.



19.22.1.3 "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.

19.22.2 Registration Requirement; Termination.

19.22.2.1 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:

19.22.2.1.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

19.22.2.1.2 All persons (including subvendors, subconsultants, and 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

19.22.2.1.3 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.



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 2/2/2021
MARLENE D. GRAHAM, CITY CLERK

By: *Charles F. Dodge*
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Julie Klahr 2/1/2021
Name: _____
OFFICE OF THE CITY ATTORNEY



CONSULTANT:

HAZEN AND SAWYER, P.C.

Signed By: *Robert B. Taylor, Jr.*
Name: Robert B. Taylor, Jr.
Title: Vice President

Signed By: *Patricia Carney*
Name: Patricia Carney
Title: Vice President

Exhibit "B" - Hazen and Sawyer Hourly Rates *
City of Pembroke Pines
Wastewater Treatment Plant Process Engineering, Pumping and Force Mains
RFQ #PSUT-20-10

Project Manager/Technical Advisor/Lead Role:

Employee	City of Pembroke Pines Title	Hourly Rate	COPP hourly rate
Jennifer McMahon	Lead Role	\$252.21	\$ 228.09
Alonso Griborio	Lead Role	\$236.70	\$ 228.09
Ethan Heijn	Lead Role	\$234.66	\$ 228.09
Sam Smith	Project Manager	\$173.79	\$ 173.79
George Brown	Lead Role	\$257.61	\$ 228.09
Jorge Atoche	Lead Role	\$203.52	\$ 203.52
Monique Durand	Project Manager	\$186.36	\$ 186.36
Elie Andary	Lead Role	\$197.46	\$ 197.46
Alejandro Cepero Diaz	Construction Observation	\$94.47	\$ 94.47
Chris Julien	Construction Observation	\$98.22	\$ 98.22
Representative Support Staff:			
Jim Broad	Project Manager	\$203.07	\$ 203.07
Keith Dinnen	Project Manager	\$188.07	\$ 188.07
Eric Antmann	Project Engineer	\$123.75	\$ 123.75
Anthony Niemiec	Project Engineer/Construction Rep	\$127.50	\$ 127.50
Lucia Medina	Project Engineer	\$140.91	\$ 140.91
Alex Fisher	Project Engineer/Construction Rep	\$119.58	\$ 119.58
Rachel Loffing	Project Engineer	\$89.43	\$ 89.43
Tatiana Largaespada	Project Engineer	\$86.55	\$ 86.55
Mike Green	Construction Rep (Gravity Sewers/FM)	\$89.70	\$ 89.70
Jason Johnson	Lead CAD	\$157.92	\$ 143.22
Terry Bocas	Lead CAD	\$124.47	\$ 124.47
Jennifer Bernardo	Admin Assistant	\$74.37	\$ 74.37

* Subject to annual CPI index of 3% per year, minimum. Other personnel subject to negotiation and City maximum hourly rates.

Harrel, Tyler

From: Rotstein, Daniel
Sent: Tuesday, December 22, 2020 4:16 PM
To: Harrel, Tyler
Subject: FW: WWTP Process Engineering, Pumping and Force Mains - COI Approval
Attachments: Hazen and Sawyer WWTP Engineering Agreement (CCNA CPSA) (PSUT 20-10) (VENDOR EXECUTIVE AGREEMENT) (NOT YET APPROVED).pdf

Approved COI

From: Harrel, Tyler
Sent: Tuesday, December 22, 2020 9:15 AM
To: Rotstein, Daniel <drotstein@ppines.com>
Subject: WWTP Process Engineering, Pumping and Force Mains - COI Approval

Good Morning Mr. Rotstein,

Could you please review and approve the attached COI associated with the Process Engineering, Pumping and Force Mains continuing project. This is a CCNA project that consist of professional services related to an evaluation of the WWTP.

Thank you

Tyler Harrel
City of Pembroke Pines
Public Services Department, Utilities Division
8300 South Palm Drive, Pembroke Pines, FL 33025
(P): (954) 518-9093 (C): (541) 206-9517

MOTION TO APPROVE THE NEGOTIATED CONTINUING CONTRACT WITH HAZEN AND SAWYER, PURSUANT TO THE AWARD OF RFQ #PSUT-20-10 "WASTEWATER TREATMENT PLANT PROCESS ENGINEERING, PUMPING AND FORCE MAINS," IN ACCORDANCE WITH FLORIDA STATUTE 287.055, CONSULTANTS COMPETITIVE NEGOTIATIONS ACT (CCNA), FOR A THREE (3) YEAR PERIOD IN AN AMOUNT NOT TO EXCEED \$825,000.

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinance 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 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission Approval."

- 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 August 19, 2020, the City Commission authorized the advertisement of RFQ # PSUT-20-10 "Wastewater Treatment Plant Process Engineering, Pumping and Force Mains" which was advertised on August 25, 2020.
2. The purpose of this solicitation was to find a firm which would provide Process Engineering Services for the Wastewater Treatment, collection and distribution facilities for construction and process improvement projects, with a focus on additions and alterations to existing facility systems.
3. On December 16, 2020, the City Commission approved the findings and recommendations of the evaluation committee and awarded RFQ # PSUT-20-10 "Wastewater Treatment Plant Process Engineering, Pumping and Force Mains," to Hazen and Sawyer, 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.
5. The Agreement shall take effect as of the date of execution and the term of this Agreement shall be for a period of three (3) years. The term of this Agreement may be extended upon mutual written agreement of the Parties for two (2) additional one (1) year renewal terms.
6. Pursuant to Section 2.1 of the Continuing Contract, the Utilities Division may request from Hazen and Sawyer from time to time, on an as needed basis, Wastewater Treatment Plant Engineering Services for construction and process improvement projects at the Wastewater Treatment Plant. These request 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, Hazen and Sawyer shall timely review the scope of work and schedule described in each request, and provide 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 Hazen and Sawyer regarding the scope, schedule and fee, the City will issue an amendment to the Agreement or a work order authorizing Hazen and Sawyer to perform the services.
7. Request City Commission to approve the negotiated Continuing Contract with Hazen and Sawyer, pursuant to the award of RFQ # PSUT-20-10 "Wastewater Treatment Plant Process Engineering, Pumping and Force Mains," in accordance with Florida Statute 287.055, Consultants Competitive Negotiations Act (CCNA), for a three (3) year period in an amount not to exceed \$825,000.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$825,000 for the initial three year period.
- b) **Amount budgeted for this item in Account No:** An estimated \$184,000 for remainder of FY2020-21 in Account # 471-535-6022-31100 (Professional Services - Engineer)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** The contract is for an amount not to exceed \$825,000 for the initial three year period. The amounts shown below are estimated amounts for each of the years, however they may fluctuate from year to year, while remaining under the total three year amount.

	Feb. 2021-Sep. 2021	Year 2	Year 3	Year 4	Year 5
Revenues	N/A	N/A	N/A	N/A	N/A
Expenditures	\$184,000	\$320,500	\$320,500	N/A	N/A
Net Cost	\$184,000	\$320,500	\$320,500	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:	2/1/2021
Please route the two (2) attached agreements, as described below, for execution and please return one (1) executed copy to me.					

Company:	Hazen and Sawyer, P.C.
Contract Purpose:	Continuing Contract for Wastewater Treatment Plant Process Engineering, Pumping & Force Mains.
Bid Number, Bid Title and Description:	RFQ # PSUT-20-10 Continuing contract pursuant to the awarded RFQ "Wastewater Treatment Plant Process Engineering, Pumping & Force Mains".

Contract Template:	CCNA Continuing Contract	Effective Date:	Upon Execution
		Commencement Date:	Upon Execution
		Expiration Date:	3 years from execution date
Agreement Type:	Original	Renewal Options:	2 additional 1-year term with mutual approval.
Contract Type:	Expense		
Contract Value Description:	The total amount of Contract shall not exceed the Value of \$ 825,000.00		

Contract Manager:	Jonathan Cooper	Date Approved by Commission:	Passed, January 13, 2021
Department:	Utilities		
Insurance Required:	Yes		
Procurement Method:	Formal Solicitation RFQ		
Additional Notes:			
Attachments	(2) Originals, Signed/Notarized/Witnessed by Vendor with <ul style="list-style-type: none"> • Exhibit A – RFQ # PSUT 20-10 available upon request via electronically • Exhibit B – Hourly Rates • Certificate of Insurance • Commission Approval 		

