



SECOND AMENDMENT TO CONTINUING PROFESSIONAL SERVICE AGREEMENT

THIS AMENDMENT (“Second Amendment”), dated this ____ day of _____, **2022,** 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

HILLERS ELECTRICAL ENGINEERING, INC., a for profit corporation, authorized to do business in the State of Florida, with a business address of **23257 State Rd. #7, Suite #100, Boca Raton, FL 33428** (hereinafter referred to as the “CONSULTANT”). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

WHEREAS, on **November 13, 2019,** the Parties entered into a Continuing Professional Services Agreement (“Original Agreement”) for the provision of power electrical engineering services for the utility division for an initial **three (3) year period,** which naturally expires on **November 12, 2022;** and,

WHEREAS, on **December 9, 2021,** the Parties entered into the First Amendment to the Original Agreement to revise the total compensation amount and supplement the terms set forth therein; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement and desire to renew the term thereof for an additional **one (1) year period** and to revise the compensation amount as set forth herein below.

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. Any language contained in this First Amendment, or any subsequent amendment, which is in ~~strike through~~ type shall be deletions from the terms of the Original



Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. The Parties hereby agree to renew the term of the Original Agreement, as amended, for a **one (1) year period** which shall naturally expire on **November 12, 2023**.

SECTION 4. Section 4.1 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

“4.1 CITY agrees to compensate CONSULTANT pursuant to the amounts agreed to in each amendment or by the rates established in Exhibit "B", attached hereto and by this reference made a part hereof, for miscellaneous services required. The total amount for the initial term of Agreement shall not exceed SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$675,000.00). The total amount shall not exceed TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$225,000.00) for each subsequent renewal term.”

SECTION 5. 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:

5.1 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

5.2 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:

5.2.1 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

5.2.2 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.

SECTION 7. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment and the Original Agreement, the terms and provisions of this Second 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, as amended by this Second Amendment, 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 Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 10. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

SECTION 11. 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.

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

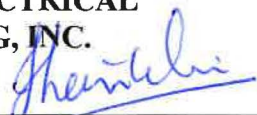
BY: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Print Name: _____
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

**HILLERS ELECTRICAL
ENGINEERING, INC.**

Signed By: 

Print Name: Thein Win, P.E.

Title: Senior Vice President



FIRST AMENDMENT TO CONTINUING PROFESSIONAL SERVICE AGREEMENT

THIS AMENDMENT ("First Amendment"), dated this 9th day of December, 2021, 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

HILLERS ELECTRICAL ENGINEERING, INC., a for profit corporation, authorized to do business in the State of Florida, with a business address of **23257 State Rd. #7, Suite #100, Boca Raton, FL 33428** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

WHEREAS, on **November 13, 2019**, the Parties entered into an Continuing Professional Services Agreement ("Original Agreement") for the provision of power electrical engineering services for the utility division for an initial **three (3) year period**, which naturally expires on **November 12nd, 2022**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement and desire to amend the compensation term and supplement the terms as set forth herein below.

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. Any language contained in this First Amendment, or any subsequent amendment, which is in ~~strikethrough~~ type shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.



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 in each amendment or by the rates established in Exhibit "B", attached hereto and by this reference made a part hereof, for miscellaneous services required. The ~~total annual~~ amount for the initial term of Agreement shall not exceed TWO HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00) SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$675,000.00).”

SECTION 4. Scrutinized Companies. CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

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SECTION 5. 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.

5.1 **Definitions for this Section.**

5.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.



5.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 **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:

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

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this 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 7. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. 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 9. 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 10. 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.

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

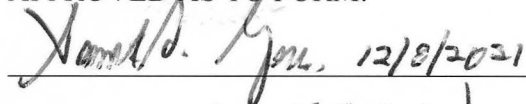


MARLENE D. GRAHAM, CITY CLERK

BY: 

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

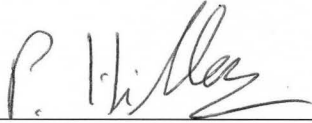


Print Name: Samuel S. Goler
OFFICE OF THE CITY ATTORNEY



CONSULTANT:

HILLERS ELECTRICAL ENGINEERING, INC.

Signed By: 

Print Name: Paul Hillers

Title: President



CONTINUING PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated the 13 day of November, 2019 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

HILLERS ELECTRICAL ENGINEERING, INC., a for profit corporation, authorized to do business in the State of Florida, with a business address of **23257 State Rd. #7, Suite #100, Boca Raton, FL 33428** (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 **April 9, 2019**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **Power Electrical Engineering** services, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

RFQ # PSUT-19-01
“Power Electrical Engineering Services for the Utilities Division”

1.3 On **May 7, 2019**, the bids were opened at the offices of the City Clerk.



1.4 On _____, _____ 2019, 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 **power electrical engineering** 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 "B"** attached hereto and by this reference made a part hereof.

2.2 The scope of work set forth in **Exhibit "A"** includes a list of projects that the CONSULTANT may be engaged to perform. In accordance with Article 5 of this Agreement, the CITY, in its sole discretion, may add or remove projects to or from this list, subject to the requirements of Section 287.055, F.S.

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 **three (3) years**. The Term of this Agreement may be extended upon the mutual written agreement of the Parties for **two (2)** renewal periods of **one (1) 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 "B"**, attached hereto and by this reference made a part hereof, for miscellaneous services required. The annual amount shall **not exceed TWO HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00)**.



4.2 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

4.3 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONSULTANT at:

Hillers Electrical Engineering, Inc.
Attn: Paul Hillers, President
23257 State Road 7, Suite 100
Boca Raton, FL 33428

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 as described in Article 2 of this Agreement, subject to the requirements set forth in Section 287.055, F.S.. 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. Personal & Advertising Injury Limit - \$1,000,000
- 3. General Aggregate Limit - \$2,000,000
- 4. 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. 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 \$1,000,000 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



Facsimile No. (954) 771-4923

CONSULTANT

Paul Hillers, President
Hillers Electrical Engineering, Inc.
23257 State Road 7, Suite #100
Boca Raton, FL 33428
E-mail: phillers@hillersee.com
Telephone No: 561-451-9165
Facsimile No: 561-451-4886

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.

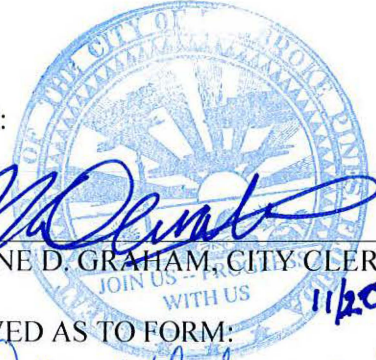
CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

[Signature]
MARLENE D. GRAHAM, CITY CLERK

By: *[Signature]*
CHARLES F. DODGE, CITY MANAGER



APPROVED AS TO FORM:

By: *[Signature]* 11/18/19
Name: JULIE KLATR
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

HILLERS ELECTRICAL ENGINEERING, INC.

By: *[Signature]*
Name: Paul Hillers
Title: President

STATE OF Florida)
COUNTY OF Palm Beach)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Paul Hillers as President of **HILLERS ELECTRICAL ENGINEERING, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **HILLERS ELECTRICAL ENGINEERING, INC.** 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 28th day of October, 2019.

[Signature]
NOTARY PUBLIC
Notary Public State of Florida
Jacki Usher-Yasin
My Commission GG-187091
Expires 03/28/2022
(Name of Notary Printed or Stamped)



Power Electrical Engineering Services for the Utilities Division

Request for Qualifications # PSUT-19-01

General Information		
Proposal Requirements	Time and Budget Requirements	See Section 1.5 / Tab 5
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Mandatory / Non-Mandatory Pre-Bid Meeting	Not Applicable	Not Applicable
Question Due Date	April 22, 2019	See Section 1.8
Proposals will be accepted until	2:00 p.m. on May 7, 2019	See Section 1.8
Proposal Security / Bid Bond	Not Applicable	Not Applicable
Payment and Performance Bonds	Not Applicable	Not Applicable

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



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ATTACHMENTS

Attachment A: Contact Information Form

Attachment B: Non-Collusive Affidavit

Attachment C: Proposer's Completed Qualification Statement

Attachment D: Sample Insurance Certificate

Attachment E: Specimen Contract (**Continuing Contract - CCNA**)

Attachment F: References Form

Attachment G: Standard Form 330



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

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

RFQ # PSUT-19-01 Electrical Engineering Services for the Utilities Division

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, May 7, 2019. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.2 PURPOSE

The City owns and operates water and wastewater treatment, collection and distribution facilities which have been in service since the 1970's. The critical components of these facilities are served by Florida Power and Light through critical electrical infrastructure which is aging.

Similar to other infrastructure rehabilitation and replacement projects, the electrical 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 electrical equipment, there are growing concerns that their useful life have been reached or is imminent. Failure of electrical infrastructure may mean interruption of water treatment, distribution and disposal to the Citizens as well as regulatory ramifications.



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), the pool of electrical engineers selected in 2018 by the City may not be utilized.

It is also expected that projects of this nature will have a construction cost of less than \$2,000,000 each. In addition, due to the nature of this work, consistency is desired by the City in the design and implementation of electrical improvements. Therefore, staff recommends the City advertise for a Continuing Contract for Plant Electrical 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 Power Electrical Engineers, in accordance with the terms, conditions, and specifications contained in this solicitation and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. – Florida Statute 287.055).

The City 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 responses 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 Department is seeking Power Electrical Engineering services for the water and wastewater treatment, collection and distribution facilities for construction and energy 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, National Electric 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 power electrical 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 applicable 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 complete 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 a one firm. The initial term of the agreement will be for an initial five (5) year period. The Agreement may be renewed for two (2) additional five (5) year terms upon mutual consent, evidenced by a written Amendment to the Agreement extending the term thereof.

1.5 PROPOSAL REQUIREMENTS

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

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

Title Page:

List the following:

Subject: **RFQ # PSUT-19-01 Power Electrical Engineering Services for the Utilities Division**

1. Date



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

Tab 1 – 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 the office Listed on their submittal.)
 - 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.

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

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

Tab 3 – Certified Minority Business Enterprise

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

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

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



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 Water and Wastewater treatment facilities along with the needs and desires of the City for Professional Plant Electrical Engineering Services.
3. In addition to your familiarity and understanding of the Water and Wastewater treatment facility, please address your familiarity with the electrical engineering industry in regards to similar Water and Wastewater treatment facilities.
4. Please address familiarity with FPL in regards to similar Water and Wastewater treatment facilities.
5. Please clearly describe all aspects of the project proposed.
6. Include details of your approach and work plans.
7. Identify any issues or concerns of significance that may be appropriate.
8. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

Tab 5 - Willingness to meet time and budget requirements:

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

Project	Timeframe	Project Cost	Compensation*	Funding Year
1. Water Treatment Plant (WTP)	December, 2019	\$1,690,000	\$135,200	2019-2020
2. WTP High Service Pump Station	December, 2021	\$1,350,000	\$108,000	2021-2022
3. Wastewater Treatment Plant	December, 2020	\$1,710,000	\$119,700	2020-2021
4. Wastewater Treatment Plant I&C	December, 2020	\$500,000	\$35,000	2020-2021
5. WWTP Effluent Pump Station	Summer, 2019	\$840,000	\$67,200	2018-2019
6. Holly Lake Water Booster Pumping Station	2022-2023**	\$650,000	\$52,000	2022-2023
7. Academic Villlage Water Booster Pumping Station	2022-2023**	\$650,000	\$52,000	2022-2023
8. WWTP Master Pump Stations (ea. TBD)	2024-2025**	\$300,000	\$ 30,000	2024-2025

***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 6 - Recent, current, and projected workloads of the firm:

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

Tab 7 – Other Completed Documents

1. Documents to be completed during bidding process:
 - a. **Attachment A: Contact Information Form**
 - i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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.
 - b. **Attachment B: Non-Collusive Affidavit**
 - c. **Attachment C: Proposer's Completed Qualification Statement**
 - d. **Attachment F: References Form**
 - i. Provide five references from projects that your firm has completed while acting as a private provider as authorized by FL St. 553.791., within the State of Florida from the last five years.

Tab 8 – Professional Registration Certificates:

1. **Professional Registration Certificates:**
 - a. A reproduction of the firm's current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services.
 - b. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.



- c. Provide copy of the Florida Dept. of Business and Professional Regulation, (DBPR), Certificate of Authorization for the firm.
- d. Provide copies of all professional licenses, resumes and qualifications for the qualifying agent of the firm and all duly authorized representatives, (DAR). Ch. 481 for Architects, Ch. 471 for Engineers and Ch. 468 for Building Code Administrators and Inspectors.

Tab 9 - Additional Information:

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

1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS

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

1.7 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	20 points



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

C. The Evaluation Committee shall have the option of shortlisting the qualified firms to **no less than three firms**. In addition, the Evaluation Committee **shall conduct discussions** and may require presentations from each of the short listed firms regarding their:

- (1) **Qualifications;**
- (2) **Approach to the project; and**
- (3) **Ability to furnish the required services.**

D. The Evaluation Committee shall select in order of preference **no fewer than three firms** deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the Evaluation Committee shall utilize the following criteria:

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

**Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.*



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

All other vendors shall receive zero (0) points.

- E. In the event a score for an individual evaluator results in a tie or the overall score results in a tie, the evaluator or evaluation committee will be asked to **break the tie and rank the tied vendors 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.
- i. In the event the score still results in a tie, the evaluator or evaluation committee will be asked to **break the tie and give preference to a business that certifies that it has implemented a drug-free workplace program on the Vendor Drug-Free Workplace Certification Form**.
 - ii. In the event the score still results in a tie, the evaluator or evaluation committee will be asked to break the tie by **publicly drawing lots**.
- F. The Evaluation Committee will make a recommendation to the City Commission for award of contract and approval for the City Manager to negotiate a contract with most qualified firm. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.
- G. The City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under Section 1.6.2 below.

1.7.2 COMPETITIVE NEGOTIATION

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

- (a) The City's Administrative Staff shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive and reasonable. In making such determination, the City's Administrative Staff shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract **over \$195,000** (*the threshold amount provided in s. 287.017 for CATEGORY FOUR*), the City shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of



contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the City's Administrative Staff be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City's Administrative Staff determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The City's Administrative Staff shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the City's Administrative Staff must terminate negotiations. The City's Administrative Staff shall then undertake negotiations with the third most qualified firm.

(c) Should the City's Administrative Staff be unable to negotiate a satisfactory contract with any of the selected firms, the City's Administrative Staff shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

1.7.3 PROHIBITION AGAINST CONTINGENT FEES

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

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

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

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



1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	April 9, 2019
Question Due Date	April 22, 2019
Anticipated Date of Issuance for the Addenda with Questions and Answers	April 25, 2019
Proposals will be accepted until	2:00 p.m. on May 7, 2019
Proposals will be opened at	2:30 p.m. on May 7, 2019
Evaluation of Proposals by Evaluation Committee	TBD
Recommendation of Contractor to City Commission	TBD

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before **2:00 p.m. on May 7, 2019**.

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

The vendor must 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

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

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

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

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

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

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



2.1 REQUIRED INSURANCE

A. COMMERCIAL GENERAL LIABILITY INSURANCE including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000 **(mostly for construction or equipment sold to the CITY)**

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

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

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

1. Workers' Compensation : Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
 - \$500,000 Disease – Policy Limit
 - \$500,000 Disease – Each Employee

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

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

C. AUTO LIABILITY INSURANCE covering all owned, leased, hired, non-owned and employee non-owned vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:



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 ISO pollution liability-broadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

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

2.2 REQUIRED ENDORSEMENTS

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

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



such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

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



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

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

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

3.2 CONFLICT OF INSTRUCTIONS

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

3.3 ADDENDA or ADDENDUM

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

3.4 INTERPRETATIONS AND QUESTIONS

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

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact 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 Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with 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.



CONTACT INFORMATION FORM

IN ACCORDANCE WITH RFQ # PSUT-19-01 titled “Power Electrical Engineering Services for the Utilities Division” 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?

Title Page	Yes
Letter of Interest	Yes
Standard Form 330 (Parts I and II)	Yes
Certified Minority Business Enterprise Certification	Yes N/A
Firm's Understanding and Approach to the Work	Yes

Willingness to meet time and budget requirements	Yes
Recent, current, and projected workloads of the firm	Yes
Attachment A - Contact Information Form	Yes
Attachment B - Non-Collusive Affidavit	Yes
Attachment C - Proposer's Completed Qualification Statement	Yes
Attachment F - References Form	Yes

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

**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>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">INSURER A:</td> <td rowspan="5" style="text-align: center; vertical-align: middle;"> <div style="border: 1px solid black; padding: 5px; font-weight: bold;"> Companies providing coverage </div> </td> </tr> <tr> <td>INSURER B.</td> </tr> <tr> <td>INSURER C.</td> </tr> <tr> <td>INSURER D.</td> </tr> <tr> <td>INSURER E.</td> </tr> </table>	INSURER A:	<div style="border: 1px solid black; padding: 5px; font-weight: bold;"> Companies providing coverage </div>	INSURER B.	INSURER C.	INSURER D.	INSURER E.
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INSURER B.							
INSURER C.							
INSURER D.							
INSURER E.							

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:50%;">WC STATUTORY LIMITS</td> <td style="width:50%;">OTHER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT \$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT \$		E.L. DISEASE - EA EMPLOYEE \$		E.L. DISEASE - POLICY LIMIT \$	
WC STATUTORY LIMITS	OTHER												
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>
<div style="border: 1px solid black; padding: 10px; font-size: 24px; font-weight: bold;"> City Must Be Named as Certificate Holder </div>		<p>AUTHORIZED REPRESENTATIVE</p>



CONTINUING CONTRACT (CCNA)

THIS IS AN AGREEMENT, dated the _____ day of _____, «Contract_Signature_Year», by and between:

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

and

«Vendor_Name_Upper_Case», a «Vendor_Business_Type», authorized to do business in the State of Florida, with a business address of «Vendor_Address_Line_1», «Vendor_Address_Line_2» (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

1.1 On _____, the CITY advertised its request for proposal (hereinafter, "RFP") which set forth the CITY'S desire to hire a CONSULTANT to provide _____ services.

1.2 On _____, the CITY received _____ proposals and on _____, CITY interviewed _____ and ranked CONSULTANT No. 1. Thereafter, on _____, the City Commission authorized the administration to negotiate an Agreement with CONSULTANT more particularly described herein below.

1.3 Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken in accordance with the Consultants' Competitive Negotiation Act (CCNA), Section 287.055, F.S. and on _____, the CITY authorized the proper CITY officials to enter into this Agreement which incorporates the results of such negotiation.



ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 The City may request from the CONSULTANT from time to time, on an as needed basis, specific _____ services. These requests will describe the scope of work, desired time frame for its completion and the method of payment to be used, lump sum or time and materials. Upon receipt of these requests, the CONSULTANT shall timely review the scope of work and schedule described in each request and provide the CITY with a not to exceed fee or a list of professionals required for the assignment and an estimate of the work hours required to accomplish the work. Once an understanding is reached between the CITY and CONSULTANT regarding the scope, schedule and fee, the CITY will issue an amendment to the original Agreement authorizing the CONSULTANT to do the work. The CONSULTANT'S fee and cost proposal shall be based upon the hourly rates set forth on Exhibit "A".

2.2 CONSULTANT may furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional manner.

2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.5 All services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "continuing contract" in Section 287.055(2) (g) Florida Statutes as amended from time to time.

2.6 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

2.7 CONSULTANT shall comply with the applicable provisions of the Pembroke Pines Code of Ordinances. CONSULTANT shall require that all subconsultants comply with the applicable provisions of the Pembroke Pines Code of Ordinances.

ARTICLE 3
TIME FOR PERFORMANCE

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



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

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

4.2 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.3 Payment will be made to CONSULTANT at:

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

ARTICLE 6
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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



of and will comply with this nondiscrimination clause.

ARTICLE 7
MISCELLANEOUS

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

7.2 Term and Termination.

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

7.3 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 projects which the CITY from time to time authorizes CONSULTANT services in connection therewith. Notwithstanding the foregoing, the Term of this Agreement shall expire on _____. The Term of this Agreement may be extended upon mutual agreement of the parties for two (2) renewal periods of three (3) years each.

7.4 Public Records.

7.4.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

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

7.4.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

7.4.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONSULTANT



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

7.4.1.4 Upon completion of the contract, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

7.4.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the agreement.

7.4.3 The CONSULTANT and CITY agree to comply with all applicable laws, codes, regulations, and ordinances, including Chapter 720, Florida Statutes, and Chapter 119, Florida Statutes, as amended and applicable.

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

7.5 Indemnification.

7.6 CONSULTANT shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

7.7 CONSULTANT shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or



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

7.8 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY'S rights and remedies and CONSULTANT'S liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

7.9 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

7.10 Insurance.

7.11 The CONSULTANT shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by the City Manager of the CITY nor shall the CONSULTANT allow any Subconsultant to commence work on his sub-contract until all similar such insurance required of the subconsultant has been obtained and approved.

7.12 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

7.13 Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

7.14 Insurance shall be in force until all work required to be performed under the terms of this Agreement is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of this Agreement and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all



required insurance remains in full force and effect.

7.15 REQUIRED INSURANCE

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

- A. Bodily Injury
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate 1,000,000
- B. Property Damage
 - 1. Each Occurrence 1,000,000
 - 2. Annual Aggregate 1,000,000
- C. Personal Injury
 - Annual Aggregate 1,000,000
- D. Completed Operations and Products Liability shall be maintained for two (2) years after the final payment.
- E. Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.

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

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

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

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

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



2.	Annual Aggregate	\$1,000,000
B. Property Damage		
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000

7.16 CONSULTANT shall name the CITY, as an additional insured on each of the policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.17 Any insurance required of CONSULTANT pursuant to this Agreement must also be required by any subconsultant in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subconsultant is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subconsultant shall maintain such policies during the term of this Agreement.

7.18 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

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

7.20 Assignments; Amendments.

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



its successors and assigns.

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

7.23 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

CITY: City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33026

Copy To: City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

CONSULTANT: _____

7.25 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.

7.26 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.



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

7.28 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.

7.29 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

7.30 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

7.31 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.

7.32 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 Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

7.32.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or

7.32.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

7.32.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

7.32.2.2 Is engaged in business operations in Syria.

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

**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:

MARLENE D. GRAHAM, CITY CLERK

By: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

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 _____, «Contract_Signature_Year».

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:

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Completion (Anticipated) Date:

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The results/deliverables of the project:

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City/State/Zip:

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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; Navaids; 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 *(City and State)*

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 <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
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 <i>(Include scope, size, and cost)</i>		

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

[Vendor view of bid](#)

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

Bid #PSUT-19-01 - Power Electrical Engineering Services For The Utilities Division    

Time Left	closed	# of offers	7
Bid Started	Apr 9, 2019 5:52:00 PM EDT	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on May 7, 2019 2:00:00 PM EDT	# of suppliers viewed	91  (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	Q & A	Questions & Answers Questions: 1
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-19-01
Title	Please Submit Documents Here
Quantity	1 each
Contract Duration	5 years
Contract Renewal	2 annual renewals
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 owns and operates water and wastewater treatment, collection and distribution facilities which have been in service since the 1970's. The critical components of these facilities are served by Florida Power and Light through critical electrical infrastructure which is aging.

Similar to other infrastructure rehabilitation and replacement projects, the electrical 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 electrical equipment, there are growing concerns that their useful life have been reached or is imminent. Failure of electrical infrastructure may mean interruption of water treatment, distribution and disposal to the Citizens as well as regulatory ramifications.

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), the pool of electrical engineers selected in 2018 by the City may not be utilized.

It is also expected that projects of this nature will have a construction cost of less than \$2,000,000 each. In addition, due to the nature of this work, consistency is desired by the City in the design and implementation of electrical improvements. Therefore, staff recommends the City advertise for a Continuing Contract for Plant Electrical 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 Power Electrical Engineers, in accordance with the terms, conditions, and specifications contained in this solicitation and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. – Florida Statute 287.055).

The City 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 responses 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.

Description

Please Submit Documents Here

Documents

Select All | Select None | Download Selected

- | | |
|--|---|
| <input type="checkbox"/> 1.  PSUT-19-01 Electrical Engineering Services for the Utilities Division.pdf [download] | <input type="checkbox"/> 2.  Attachment A - Contact Information Form.docx [download] |
| <input type="checkbox"/> 3.  Attachment B - Non-Collusive Affidavit [download] | <input type="checkbox"/> 4.  Attachment C - Proposers Qualifications Statement [download] |
| <input type="checkbox"/> 5.  Attachment D - Sample Insurance Certificate.pdf [download] | <input type="checkbox"/> 6.  Attachment E - Specimen Contract - Continuing Contract CCNA 2018-10-25.pdf [download] |
| <input type="checkbox"/> 7.  Attachment F - References Form [download] | <input type="checkbox"/> 8.  Attachment G - Standard Form 330.pdf [download] |

 = Included in Bid Packet  = Excluded from Bid Packet

Change Made On Apr 11, 2019 7:46:57 AM EDT

Previous Title Electrical Engineering Services for the Utilities Division

New Title Power Electrical Engineering Services for the Utilities Division

Contractor Advertisements

[View All Ads](#)

There are no advertisements on this solicitation.

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

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Question and Answers for Bid #PSUT-19-01 - Power Electrical Engineering Services for the Utilities Division

[Create New Question](#)

Question Deadline: Apr 22, 2019 8:30:00 PM EDT

Overall Bid Questions

Question 1

Once Attachments located under the Documents tab have been accepted, do they also need to be submitted with our combined RFP submittal? **(Submitted: Apr 15, 2019 12:10:07 PM EDT)**

Answer

[edit](#) 

- If you are referencing "Tab 7 - Other Completed Documents", Attachments A, B, C and F are all webforms that can be completed online and do not need to be uploaded as part of your submittal, as BidSync will automatically include it as part of your submittal. However, if the firm wants to upload the document as well, they may. **(Answered: May 1, 2019 2:26:33 PM EDT)**

Add to Answer:

[Submit](#)

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

Anticipated Projects with Estimated Costs

City of Pembroke Pines

Water and Wastewater Electrical Power Projects

<u>Project Number</u>	<u>Description</u>	<u>Department</u>	<u>Timeframe (submittal of CD's to City Building)</u>	<u>Order of Magnitude Project Cost</u>	<u>Professional Service Compensation*</u>	<u>Funding Year (FY)</u>
1	Water Treatment Plant (WTP)	December, 2019	\$	1,690,000 \$	135,200	19-20
2	WTP High Service Pump Station	December, 2021	\$	1,350,000 \$	108,000	21-22
3	Wastewater Treatment Plant	December, 2020	\$	1,710,000 \$	119,700	20-21
4	Wastewater Treatment Plant I&C	December, 2020	\$	500,000 \$	35,000	20-21
5	WWTP Effluent Pump Station	Summer, 2019	\$	840,000 \$	67,200	18-19
6	Holly Lake Water Booster Pumping Station	2022-2023**	\$	650,000 \$	52,000	22-23
7	Academic Village Water Booster Pumping Station	2022-2023**	\$	650,000 \$	52,000	22-23
8	WWTP Master Pump Stations (ea. TBD)	2024-2025**	\$	300,000 \$	30,000	24-25

* Preliminary Design Report, Construction Documents (CD's) and Assistance During Bidding. Excludes Services During Construction

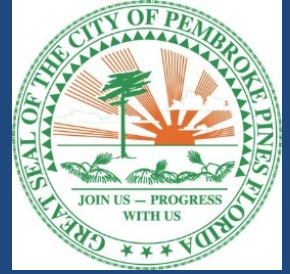
** Subject to planning refinements

Hillers Electrical Engineering

Item: **Please Submit Documents Here**

Attachments

Hillers RFQPSUT-19-01.pdf



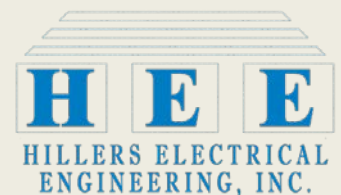
POWER ELECTRICAL ENGINEERING SERVICES FOR THE UTILITIES DIVISION

RFQ#PSUT-19-01

May 7, 2019



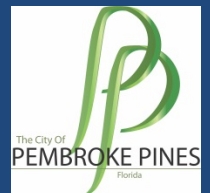
Hillers Electrical Engineering, Inc.
23257 State Road 7, Suite 100
Boca Raton, FL 33428
561.451.9165
phillers@hillersee.com



TAB 1



LETTER OF INTEREST





Letter of Interest

May 7, 2019

Clerk's Office
City of Pembroke Pines
Purchasing Department
601 City Center Way, 4th Floor
Pembroke Pines, FL 33025

**City of Pembroke Pines Power Electrical Engineering Services for the Utilities Division –
RFQ# PSUT-19-01**

To whom it may concern:

Hillers Electrical Engineering, Inc. (Hillers Team) is pleased to present our letter of interest and qualifications to provide Electrical, Instrumentation and Control Engineering Services to the City of Pembroke Pines Utilities Division (City). Pursuant to your request, we have included one (1) electronic version via Bid Sync of the required information for your consideration.

Established in 1994, the Hillers Team provides Electrical, Instrumentation and Control Engineering Services for the municipal water and wastewater market throughout South Florida and we are strongly committed to establishing a successful long term relationship with the City of Pembroke Pines. The Hillers Team is nineteen (19) employees strong with eight (8) professional engineers on staff who bring a wealth of knowledge and experience in subjects of electrical, instrumentation, control, SCADA and telemetry systems to this contract.

The Hillers Team is an experienced, full time staff of in-house engineering professionals who provide proven, high-quality, consulting services for any volume of assigned electrical, instrumentation, control, SCADA or Telemetry tasks that the City may require. The Hillers Team is experienced in serving as a prime consultant on similar Professional Consulting Services on a continuing basis contracts for Palm Beach County Water Utilities, City of West Palm Beach and the Village of Wellington Utilities for Electrical, Instrumentation and Telemetry consulting engineering services.

To ensure success of this contract, the Hillers Team pledges to provide the City high quality, cost effective, engineering services that will meet your entire project technical requirement, budgetary constraints and scheduling needs. We are committed to working as a partner with the City to accomplish your goals and objectives and to overcome all project challenges. Project tasks performed by our firm **will be accomplished accurately, on schedule and within budget constraints**. The key to maintaining a long-term relationship is responsiveness. The Hillers Team takes great pride in ensuring that we are immediately accessible and responsive to our client's needs. This is demonstrated in the excellent, long-term relationships we have established with many municipalities and environmental consulting firms in Florida and, especially, in South Florida. Our company is local; The Hillers Team is based in Boca Raton with all of our employees living within Palm Beach County or Broward County. We are confident that our references will attest to the responsiveness, quality and integrity of our work.

The Hillers Team has vast electrical, instrumentation, control and SCADA/telemetry design, analysis, condition assessment, project management and construction management experience in a variety of water and wastewater treatment market areas such as: raw water wells; ASR and DIW wells; water treatment facilities (including membrane technology plants); water distribution systems; wastewater collection and pumping systems; water reclamation facilities; reclaimed water treatment and distribution facilities; and storm water and treatment pumping stations.



**City of Pembroke Pines Power Electrical Engineering Services
for the Utilities Division – RFQ# PSUT-19-01**

Our office is fully equipped with state-of-the-art computer systems and engineering software to facilitate high quality and cost-effective solutions. In-house engineering related software programs include the latest releases of AutoCAD; SKM Power Tools® for Windows (fault current/coordination/arc flash program); generator sizing programs; and 3 dimensional lighting calculation programs. We also have LEED certified engineers on staff to assist the City in meeting any “Green” project initiatives.

The City of Pembroke Pines is committed to providing the highest quality water treatment services to the residents of Pembroke Pines and to ensure the health, welfare and safety of the general public. In fulfilling this commitment, reliability of the collection, distribution, and treatment systems that constitute the utility are key. Specifically, it is of utmost importance to have reliable and operable electrical power to all of the equipment in the water and wastewater treatment processes, including the collection and distribution systems. It is equally important to have stable, flexible and expandable process control systems and remote telemetry/SCADA systems to properly monitor and control the various utility system processes in maintaining the highest quality of service. In supporting the City’s commitment, the following electrical, instrumentation, control and telemetry features are of significant importance:

- Reliable operation of electrical power distribution systems, including redundancy where applicable and/or prudent.
- Availability of on-site back-up power in the event of a utility power outage.
- Understanding the condition of electrical and control components and planning for renewal and replacement.
- State-of-the-art process control systems that are maintainable and SCADA systems that are user friendly.
- Robust and reliable telemetry systems conveying accurate data and commands.

In providing high quality consulting services through the prime consulting contract, the Hillers Team will successfully assist the City of Pembroke Pines with addressing each of these subjects throughout the utility system. These subjects are ongoing, evolving challenges that the utility will continue to face into the future.

The Hillers Team is a **cost effective, responsive, accessible, and technically sound** group of professionals that has the expertise necessary to successfully serve the City of Pembroke Pines for this consulting contract. Through our successful history, the Hillers Team has insight into the needs and challenges faced by the City and are in a unique position to assist in addressing those needs and challenges. As President, and primary project manager, I pledge my personal commitment to establish a successful relationship with this contract. The Hillers Team appreciates the opportunity to present our qualifications and, if favorable to the City of Pembroke Pines, look forward to providing excellent consulting engineering services in the near future.

Please do not hesitate to contact us if additional information is needed during the evaluation and selection process.

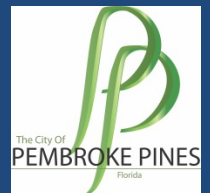
Sincerely,

Paul Hillers, PE
President
Hillers Electrical Engineering, Inc.
(561)-451-9165 x221
phillers@hillersee.com

TAB 2



STANDARD FORM 330



ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

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.)

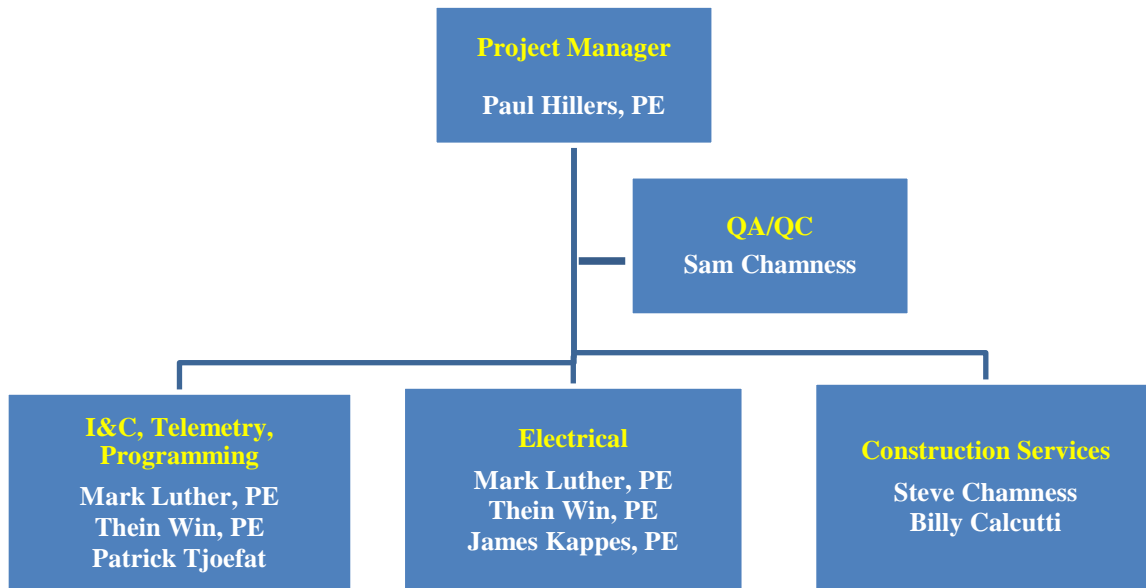
	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/>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



The Hillers Team



HEE KEY TEAM MEMBERS (LOCATED IN BOCA RATON)

NAME	EXPERIENCE	LICENSES	EDUCATION
Paul Hillers, P.E.	<ul style="list-style-type: none"> * 38 years electrical design, I&C, construction services * President of HEE for 25 years * Water Treatment: Membrane, Lime Softening, Wells * Wastewater: Collection, Treatment, Disposal, Reclaim * Pumping Stations: Master Lift Stations, Master Pump Stations, Re-pump Facilities, Stormwater * SCADA/Telemetry Systems 	PE#41022	MSEE, 1981 BSEE, 1979 Louisiana State University
Mark Luther, P.E.	<ul style="list-style-type: none"> * 32 years electrical design, I&C, SCADA, Telemetry * Chief Electrical Engineer: 22 years with HEE * Water Treatment: Membrane, Lime Softening, Wells * Wastewater: Collection, Treatment, Disposal, Reclaim * Pumping Stations: Master Lift Stations, Master Pump Stations, Re-pump Facilities, Stormwater * Short Circuit, Device Coordination, Arc Flash Studies 	PE#48801	BSEE, 1987 Boston University
Thein Win, P.E.	<ul style="list-style-type: none"> * 18 years electrical design, I&C, SCADA, Telemetry * Senior Electrical, I&C Engineer: 18 years with HEE * Water Treatment: Membrane, Lime Softening, Wells * Wastewater: Collection, Treatment, Disposal, Reclaim * Pumping Stations: Master Lift Stations, Master Pump Stations, Re-pump Facilities, Stormwater * SCADA PLC/HMI Programming 	PE#65722	BSEE, 2001 Alfred University

10E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each person)			
12. NAME Paul Hillers, P.E.		13. ROLE IN THIS CONTRACT Project Manager	
		14. YEARS EXPERIENCE	
		a. TOTAL 38	b. WITH CURRENT FIRM 25
15. FIRM NAME AND LOCATION (City and State) Hillers Electrical Engineering, Inc, Boca Raton, Florida			
16. EDUCATION (Degree and Specialization) BSEE/1979/ Electrical Engineering MSEE/1981/Electrical Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Florida Professional Engineer-41022	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Institute of Electrical and Electronic Engineers (IEEE), Instrument Society of America (ISA)			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) City of Pembroke Pines – Eastern Wellfield Electrical Improvements	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Design replacement of electrical distribution systems for four (4) wellfield pumps, motor control center, three (3) variable frequency drives (VFD) and site lighting. Included on-site verifications, reviewing of record documentation, new lightning protection systems, grounding systems and surge suppression systems		
<input checked="" type="checkbox"/> Check if project performed with current firm			
b.	(1) TITLE AND LOCATION (City and State) Palm Beach County WUD – WTP 9 Emergency Generator Replacement	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2013	CONSTRUCTION (if applicable) 2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Provided electrical design and construction inspection services for replacement emergency generator that meets current EPA requirements (Tier 4 Final rating). Project includes designing new Tier 4 Final generator, new After-treatment system, Urea system, exhaust silencers, as well as temporary generator during the construction period.		
<input checked="" type="checkbox"/> Check if project performed with current firm			
c.	(1) TITLE AND LOCATION (City and State) Palm Beach County WUD – WTP 2 Filter Replacement	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2013	CONSTRUCTION (if applicable) 2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Electrical, Fire Alarm, and instrumentation & control design for New Filters at WTP2, including designing new electrical distribution for the Filter Building and process, new switchboard, new motor control center (MCC), new variable frequency drives (VFD's), new solid state reduced voltage starters (SSRVs). Instrumentation and control/SCADA and new PLC control panel, RIO panel. New Fire Alarm System compliance with County ESS department requirements is also included.		
<input checked="" type="checkbox"/> Check if project performed with current firm			
d.	(1) TITLE AND LOCATION (City and State) Palm Beach County WUD – New Production Wells for Wellfields 2, 3, and 8 (CSA 5 and 10), Palm Beach County, FL	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2013	CONSTRUCTION (if applicable) 2015
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – Provided project management, implementation design, installation and replacement of existing Allen-Bradley PLC-5 model with new up-to-date Allen-Bradley ControlLogix PLC model and associated I/O modules. Project consists of redesigning new communication loop while existing loop is still in operation, identifying what correct model for PLC-5 template adapter to replace with new I/O modules to minimize the re-wiring of the I/O points and implementing replacement of PLC by process area to minimize the system downtime..		
<input checked="" type="checkbox"/> Check if project performed with current firm			
e.	(1) TITLE AND LOCATION (City and State) East Central Regional (ECR) Reclaimed Water System Short Circuit, Device Coordination & Arc Flash Analysis	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2015	CONSTRUCTION (if applicable) 2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager – perform short circuit device coordination and arc flash study for ECR Reclaimed Water System. Project includes project management to meet the client expectation and deadlines, field data collection and verification, input data into the SKM program to model the study, perform short circuit device coordination and arc flash analysis, field set the device settings and apply arc flash labels.		
<input checked="" type="checkbox"/> Check if project performed with current firm			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT <i>(Complete one Section E for each key person.)</i>			
12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Mark Luther, PE	Chief Electrical Engineer	32	21
15. FIRM NAME AND LOCATION <i>(City and State)</i> Hillers Electrical Engineering, Inc., Boca Raton, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) BSEE, Electrical Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> PE / FL – Electrical Engineering	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Mark Luther brings over 32 years of electrical, communication, and control system design experience. He has actively performed electrical, lighting, communication, fire alarm and instrumentation and control system design/SCADA, upgrade and project engineering for government, transportation, facility, and utility business sectors. Designed complete electrical distribution, secondary systems and instrumentation systems for large water and wastewater treatment facilities. Designed emergency stand by power systems for industrial, commercial facilities, completed startups, testing of electrical systems, cost estimates and master plan electrical studies. Skills include: value engineering, cost analysis, specification creation, energy analysis, on-site inspections, condition assessment, QA/QC reviews and electrical system fault and coordination studies. Proficiency with SKM Power Tools for Windows DAPPER, CAPTOR, TMS and ARC FLASH; AutoCAD, LitePRO.			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION <i>(City and State)</i> Broward County Water and Wastewater Services – NRWWTP Reclaim System Expansion, Pompano Beach, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2015	CONSTRUCTION <i>(if applicable)</i> Under Construction
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Provided electrical, instrumentation and control engineering, for the Solids Dewatering Building component upgrade to headworks and five (5) grit removal structures. Specific Role: Electrical, Instrumentation & Control Engineer of Record.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i> City of Sunrise Utilities – Springtree WWTP Headworks Upgrade, Sunrise, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(if applicable)</i> Permitting/Bidding
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Performed Electrical, Instrumentation and Control Design for Upgrade of existing plant pretreatment process. Specific Role: Electrical, Instrumentation & Control Engineer of Record.	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i> Palm Beach County Water Utilities –Southern Regional Water Reclamation Facility, Boynton Beach, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(if applicable)</i> Under Construction
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Performed Electrical, Instrumentation and Control Design for Upgrade of existing plant pretreatment process and related power distribution system. Specific Role: Electrical, Instrumentation & Control Engineer of Record	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i> South Florida Water Management District-S-5A Repowering and Automation, West Palm Beach, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(if applicable)</i> Under Construction
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Designed electrical, instrumentation and control systems for the rehabilitation and automation of largest District Flood Control Pump Station. Specific Role: Electrical, Instrumentation & Control Engineer of Record	<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i> Broward County Water and Wastewater Services – NRWWTP Reclaim System Expansion, Pompano Beach, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(if applicable)</i> Under Construction
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Designed Instrumentation and Control System for 22MGD reclaimed process upgrade. Specific Role: Instrumentation and Control Engineer of Record	<input checked="" type="checkbox"/> Check if project performed with current firm	

10E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT <i>(Complete one Section E for each person)</i>			
12. NAME Thein Win, P.E.		13. ROLE IN THIS CONTRACT Senior Project Engineer	
		14. YEARS EXPERIENCE	
		a. TOTAL 18	b. WITH CURRENT FIRM 18
15. FIRM NAME AND LOCATION <i>(City and State)</i> Hillers Electrical Engineering, Inc, Boca Raton, Florida			
16. EDUCATION <i>(Degree and Specialization)</i> BSEE/2001 Electrical Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Florida Professional Engineer-65722	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Institute of Electrical and Electronic Engineers (IEEE), Instrument Society of America (ISA), LEED AP			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION <i>(City and State)</i> Pembroke Pines WTP Carbon Dioxide (CO2) Injection System	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(if applicable)</i> 2019
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Project Engineer – Electrical and instrumentation & control systems design and construction inspection services for construction of Pembroke Pine WTP CO2 injection system. Project consists of new power feed to CO2 Storage Tank, Vaporizer, Heater, carrier water booster pumps, dilution system, etc. and new instruments and control implementation for Plant PLC and SCADA system related to the CO2 system.		
b.	(1) TITLE AND LOCATION <i>(City and State)</i> Pembroke Pines Academic and Holly Lakes Booster Station Improvements	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2016	CONSTRUCTION <i>(if applicable)</i> 2019
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Project Engineer – Electrical and instrumentation & control systems design and construction inspection services for construction of Pembroke Pines Academic and Holly Lakes Booster Stations Improvements. Project consists of additional of altitude valves for ground storage tanks, PLC replacement, new hypochlorite storage tank with associated metering pump skids, new instruments, lighting, power outlets, grounding system related to the new hypochlorite structure.		
c.	(1) TITLE AND LOCATION <i>(City and State)</i> Palm Beach County WUD – WTP 2 Filter Replacement	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2013	CONSTRUCTION <i>(if applicable)</i> 2016
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Project Engineer – Electrical, Fire Alarm, and instrumentation & control design for New Filters at WTP2, including designing new electrical distribution for the Filter Building and process, new switchboard, new motor control center (MCC), new variable frequency drives (VFD's), new solid state reduced voltage starters (SSRVs). Instrumentation and control/SCADA and new PLC control panel, RIO panel. New Fire Alarm System compliance with County ESS department requirements is also included.		
d.	(1) TITLE AND LOCATION <i>(City and State)</i> Palm Beach County WUD – WTP 9 Emergency Generator Replacement	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2013	CONSTRUCTION <i>(if applicable)</i> 2016
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Project Engineer – Provided electrical design and construction inspection services for replacement emergency generator that meets current EPA requirements (Tier 4 Final rating). Project includes designing new Tier 4 Final generator, new After-treatment system, Urea system, exhaust silencers, as well as temporary generator during the construction period.		
e.	(1) TITLE AND LOCATION <i>(City and State)</i> East Central Regional (ECR) Reclaimed Water System Short Circuit, Device Coordination & Arc Flash Analysis	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2015	CONSTRUCTION <i>(if applicable)</i> 2016
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Project Engineer – perform short circuit device coordination and arc flash study for ECR Reclaimed Water System. Project includes project management to meet the client expectation and deadlines, field data collection and verification, input data into the SKM program to model the study, perform short circuit device coordination and arc flash analysis, and field set the device setting and apply arc flash labels.		

10E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT <i>(Complete one Section E for each person)</i>			
12. NAME James Kappes, P.E.		13. ROLE IN THIS CONTRACT Senior Project Engineer	
		14. YEARS EXPERIENCE	
		a. TOTAL 14	b. WITH CURRENT FIRM 14
15. FIRM NAME AND LOCATION <i>(City and State)</i> Hillers Electrical Engineering, Inc, Boca Raton, Florida			
16. EDUCATION <i>(Degree and Specialization)</i> BSEE/2005/Electrical Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Florida Professional Engineer-71499	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Proficiency with SKM Power Tools™ for Windows DAPPER, CAPTOR, Arc Flash and TMS; AutoCAD, and various generator sizing programs.			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION <i>(City and State)</i> City of Pembroke Pines – Eastern Wellfield Electrical Improvements	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(if applicable)</i> Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer – Design replacement of electrical distribution systems for four (4) wellfield pumps, motor control center, three (3) variable frequency drives (VFD) and site lighting. Included on-site verifications, reviewing of record documentation, new lightning protection systems, grounding systems and surge suppression systems.			
b.	(1) TITLE AND LOCATION <i>(City and State)</i> Manatee County – Lake Manatee WTP Filter Upgrade	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(if applicable)</i> Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer – Design of electrical and control distribution systems for four (3) new motor control centers, modifications to existing motor control centers, relocation of existing 5kV medium voltage cables, relocation of existing fiber optic cable systems, new variable frequency drives (VFD), new solid state reduce voltage starters (SSRVs), new instrumentation and control systems and new PLCs/RIOs. Included on-site verifications, reviewing of record documentation, design of new lighting/power/ fire alarm/lightning protection/grounding systems for new chemical building/existing filter building, coordination between various design and construction projects.			
c.	(1) TITLE AND LOCATION <i>(City and State)</i> Palm Beach County WUD – SRWRF Headworks and Effluent Transfer Pumping Improvements	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2016	CONSTRUCTION <i>(if applicable)</i> Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer – Design replacement of existing 4.16kV to 480V transformers/unitized substation and design electrical and instrumentation systems for four (4) new headwork screens and associated conveyors. Included on-site verifications, testing and calculations and reviewing of record documentation.			
d.	(1) TITLE AND LOCATION <i>(City and State)</i> Broward County Water and Waste Services – NRWTP Facility Improvements Project 9195 Phase III (3) Solids	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2016	CONSTRUCTION <i>(if applicable)</i> N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer – Design of electrical and control distribution systems for four (4) new motor control centers, modifications to six (6) motor control centers, two (2) new centrifuges, new belt filter presses, new grinder pumps, new substate recirculation pumps, new skimmers, various new VFDs located in the Thickener Building, Southern Digester, Northern Digester and Dewatering Building. Included on-site verifications, reviewing of record documentation, design of new lighting systems, coordination between various design and construction projects.			
e.	(1) TITLE AND LOCATION <i>(City and State)</i> Palm Beach County WUD – WTP 3 Short Circuit, Device Coordination & Arc Flash Analysis	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2015	CONSTRUCTION <i>(if applicable)</i> N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer – Performed a Short Circuit, Device Coordination & Arc Flash Analysis on WTP3’s electrical power distribution systems for compliance with National Electrical Safety Code (NFPA 70E), National Electrical Code (NFPA 70) and IEE 1584. Included field visit for documentation of the existing plant electrical system, created model in SKM Power Systems, calculated available fault current; and performed arc flash evaluation to identify the PPE clothing for working on live equipment. Implemented recommendations for protective device settings and installed Arc flash labels on electrical equipment in the plant.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Sam Chamness	13. ROLE IN THIS CONTRACT QA/QC	14. YEARS EXPERIENCE	
		a. TOTAL 44	b. WITH CURRENT FIRM 25

15. FIRM NAME AND LOCATION <i>(City and State)</i> Hillers Electrical Engineering, Inc, Boca Raton, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION) Four Year JATC Training	17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> N/A
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
 Sam Chamness brings over 44 years of experience in Electrical and I&C design and construction management, including project management, installation supervision, shop drawing submittal review, testing, start-ups and construction observation of high, medium and low voltage distribution systems, instrumentation and control systems, interior and exterior lighting systems, fire alarm and security systems, camera systems, time and attendance, telephone systems, supervisory control and data acquisition (SCADA) systems, PLC programming, energy management systems, normal and stand by emergency generation systems and power.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> City of Pembroke Pines – Eastern Wellfield Electrical Improvements	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(if applicable)</i> Ongoing

a.(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm
 Design replacement of electrical distribution systems for four (4) wellfield pumps, motor control center, three (3) variable frequency drives (VFD) and site lighting. Included on-site verifications, reviewing of record documentation, new lightning protection systems, grounding systems and surge suppression systems **Specific Role: QA/QC**

(1) TITLE AND LOCATION <i>(City and State)</i> Pembroke Pines WTP Carbon Dioxide (CO2) Injection System	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(if applicable)</i> 2019

b.(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm
 Electrical and instrumentation & control systems design and construction inspection services for construction of Pembroke Pine WTP CO2 injection system. Project consists of new power feed to CO2 Storage Tank, Vaporizer, Heater, carrier water booster pumps, dilution system, etc. and new instruments and control implementation for Plant PLC and SCADA system related to the CO2 system. **Specific Role: QA/QC**

(1) TITLE AND LOCATION <i>(City and State)</i> Pembroke Pines Academic and Holly Lakes Booster Station Improvements	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2016	CONSTRUCTION <i>(if applicable)</i> 2019

c.(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm
 Electrical and instrumentation & control systems design and construction inspection services for construction of Pembroke Pines Academic and Holly Lakes Booster Stations Improvements. Project consists of additional of altitude valves for ground storage tanks, PLC replacement, new hypochlorite storage tank with associated metering pump skids, new instruments, lighting, power outlets, grounding system related to the new hypochlorite structure. **Specific Role: QA/QC**

(1) TITLE AND LOCATION <i>(City and State)</i> Palm Beach County WUD – WTP 2 Filter Replacement	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2013	CONSTRUCTION <i>(if applicable)</i> 2016

d.(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm
 Electrical, Fire Alarm, and instrumentation & control design for New Filters at WTP2, including designing new electrical distribution for the Filter Building and process, new switchboard, new motor control center (MCC), new variable frequency drives (VFD's), new solid state reduced voltage starters (SSRVS). Instrumentation and control/SCADA and new PLC control panel, RIO panel. New Fire Alarm System compliance with County ESS department requirements is also included. **Specific Role: QA/QC**

(1) TITLE AND LOCATION <i>(City and State)</i> Broward County Water and Waste Services – NRRWTP Facility Improvements Project 9195 Phase III (3) Solids	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2016	CONSTRUCTION <i>(if applicable)</i> N/A

e.(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm
 Design of electrical and control distribution systems for four (4) new motor control centers, modifications to six (6) motor control centers, two (2) new centrifuges, new belt filter presses, new grinder pumps, new subnate recirculation pumps, new skimmers, various new VFDs located in the Thickener Building, Southern Digester, Northern Digester and Dewatering Building. Included on-site verifications, reviewing of record documentation, design of new lighting systems, coordination between various design and construction projects. **Specific Role: QA/QC**

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

12. NAME Patrick Tjoefat	13. ROLE IN THIS CONTRACT PLC Programmer/Electrical, Instrumentation and Control Designer	14. YEARS EXPERIENCE	
		a. TOTAL 5	b. WITH CURRENT FIRM 5
15. FIRM NAME AND LOCATION (City and State) Hillers Electrical Engineering, Inc, Boca Raton, Florida			
16. EDUCATION (Degree and Specialization) BS/1999/ Business Informatics		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) N/A	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
 Electrical and control system design and programming experience in municipal water and wastewater treatment facilities. Skills include: PLC programming, control and instrumentation system design, HMI Development, PLC commissioning, SCADA mapping, Modbus Communications and process control troubleshooting. Proficiency with RS Logix Designer, RS Logix 500, RS Logix 5, AutoCAD, GE IFIX,

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Palm Beach County Water Treatment Plant 8 Transfer Pump Automation and Panel view upgrade- Palm Beach County, FL	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2017	CONSTRUCTION (if applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Provided programming, integration, start-up and testing services. Programming included (1) Develop control logic for transfer pump automation, (2) PID controls (3) interface logic with County's existing iFix SCADA system (4) Implementation and testing of control logic via SCADA.(5) Upgrade panel view and factory studio project Specific Role: Performed programming and commissioning services.		
b.	(1) TITLE AND LOCATION (City and State) Palm Beach County Water Treatment Plant 11 Wells Upgrade - Palm Beach County, FL	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Provided instrumentation, programming, integration, start-up and testing services Programming included (1) radio communication, (2) PID controls (3) interface logic with County's existing iFix SCADA system (4) Implementation and testing of control logic via SCADA. Specific Role: Performed programming.		
c.	(1) TITLE AND LOCATION (City and State) Palm Beach County Water Treatment Plant 3 Loop Drawings - Palm Beach County, FL	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Verified and revised existing loop drawings. Reviewed and incorporated County's comments. Provided drawings in AutoCAD version. Specific Role: Performed design and verification services.		
d.	(1) TITLE AND LOCATION (City and State) Southern Region Water Reclamation Facility Headworks upgrade - Palm Beach County, FL	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION (if applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Provided programming, integration, start-up and testing services. Programming included (1) Develop control logic for bar screens, grit classifiers automation, (2) PID controls (3) interface logic with County's existing iFix SCADA system (4) Implementation and testing of control logic via SCADA.(5) Upgrade panel view and factory studio project Specific Role: Performed programming and commissioning services.		
e.	(1) TITLE AND LOCATION (City and State) East Central Regional Water Reclamation facility – West Palm Beach, FL	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION (if applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Performed factory acceptance testing and functional testing at the facility. Role: Performed testing and verification services of control strategies.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Steven F. Chamness		13. ROLE IN THIS CONTRACT Senior Field Engineer		14. YEARS EXPERIENCE	
				a. TOTAL 34	b. WITH CURRENT FIRM 17
15. FIRM NAME AND LOCATION <i>(City and State)</i> Hillers Electrical Engineering, Inc., Boca Raton, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION) JATC 4 year Journeyman Apprenticeship			17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> N/A		

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
 Steve Chamness brings over 34 years of experience in Electrical and I&C design and construction management experience including project management, installation supervision, shop drawing submittal review, testing, start-ups and construction observation of high, medium and low voltage distribution systems, instrumentation and control systems, interior and exterior lighting systems, fire alarm and security systems, camera systems, time and attendance, telephone systems, supervisory control and data acquisition (SCADA) systems, PLC programming, energy management systems, normal and stand by emergency generation systems and power.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Pembroke Pines Water Treatment Plant Sodium Hypochlorite Rehabilitation and CO2 Injection System		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(if applicable)</i> 2019
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Electrical, instrumentation and control systems design and construction inspection services for a new CO2 bulk storage tank and CO2 feed panels for CO2 injection into water system. Replacement of existing Sodium Hypochlorite bulk storage tank, transfer pump and metering pumps. Project included replacement of PH and Ammonia analyzers for monitoring and control of the CO2 and Hypochlorite injection system. Specific Role: Senior Inspector			
(1) TITLE AND LOCATION <i>(City and State)</i> Pembroke Pines Academic and Holly Lakes Booster Station Improvements		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2016	CONSTRUCTION <i>(if applicable)</i> 2019
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Electrical and instrumentation & control systems design and construction inspection services for construction of Pembroke Pines Academic and Holly Lakes Booster Stations Improvements. Project consists of additional of altitude valves for ground storage tanks, PLC replacement, new hypochlorite storage tank with associated metering pump skids, new instruments, lighting, power outlets, grounding system related to the new hypochlorite structure. Specific Role: Senior Inspector			
(1) TITLE AND LOCATION <i>(City and State)</i> Broward County Water and Waste Water Services Injection Well Booster Pumps		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2015	CONSTRUCTION <i>(if applicable)</i> 2017
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Construction inspection services for the addition of 300HP Booster Pumps for 8 Deep Injection Wells. Project included construction of a new 4160V power system with step-down transformers for 4 new electrical buildings to house new VFDs, MCCs and PLC for control and monitoring of the injection wells. Specific Role: Senior Inspector			
(1) TITLE AND LOCATION <i>(City and State)</i> Palm Beach County WUD – WTP 2 Filter Replacement		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2013	CONSTRUCTION <i>(if applicable)</i> 2016
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Electrical, Fire Alarm, and instrumentation & control design for New Filters at WTP2, including designing new electrical distribution for the Filter Building and process, new switchboard, new motor control center (MCC), new variable frequency drives (VFD's), new solid state reduced voltage starters (SSRVs). Instrumentation and control/SCADA and new PLC control panel, RIO panel. New Fire Alarm System compliance with County ESS department requirements is also included. Specific Role: Senior Inspector			
(1) TITLE AND LOCATION <i>(City and State)</i> Palm Beach County Water Utilities Department WTP-11 5 MG Ground Storage Tank, Palm Beach County, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2014	CONSTRUCTION <i>(if applicable)</i> 2016
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Electrical, instrumentation design and construction inspection services for new electrical raceway/cable system for new 5 MG ground storage tank and modifications to existing 3 MG storage tank filling strategy. Project included implementation of new raceway/cable system for motor operated valves and flow meters for automatically filling plant ground storage tanks along with integration of additional CCTV video cameras into existing system. Specific Role: Senior Inspector			

10E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each person)			
12. NAME William J Calcutti		13. ROLE IN THIS CONTRACT Construction Manager / Inspector	
		14. YEARS EXPERIENCE	
		a. TOTAL 16	b. WITH CURRENT FIRM 2
15. FIRM NAME AND LOCATION (City and State) Hillers Electrical Engineering, Inc, Boca Raton, Florida			
16. EDUCATION (Degree and Specialization) AA/2011		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) William Calcutti brings over 16 years of experience in Electrical and I&C design and construction management experience including project management, installation supervision, shop drawing submittal review, testing, start-ups and construction observation of high, medium and low voltage distribution systems, instrumentation and control systems, interior and exterior lighting systems, fire alarm and security systems, camera systems, time and attendance, telephone systems, supervisory control and data acquisition (SCADA) systems, PLC programming, energy management systems, normal and stand by emergency generation systems and power			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) City of Pembroke Pines – Eastern Wellfield Electrical Improvements	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Electrical, design and construction inspection services for replacement of electrical distribution systems for four (4) wellfield pumps, motor control center, three (3) variable frequency drives (VFD) and site lighting. Included on-site verifications, reviewing of record documentation, new lightning protection systems, grounding systems and surge suppression systems. Specific Role: Field Inspector		
b.	(1) TITLE AND LOCATION (City and State) City of Fort Lauderdale – G. T. Lohmeyer WWTP Replacement of MCC's	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Electrical, design and construction inspection services for replacement of five (5) MCC's, four (4) 4.16kV to 480V transformers/unitized substation, relocation of existing fiber optic cable systems, new variable frequency drives (VFD), and new solid state reduce voltage starters (SSRVS). Included on-site verifications and reviewing of record documentation. Specific Role: Field Inspector		
c.	(1) TITLE AND LOCATION (City and State) City of Pembroke Pines – WWTP East Portable Generator Connection Improvements	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Electrical and design services for the replacement of existing generator breaker with a new manual transfer switch. Project included the addition of a new temporary generator tap box and shore power plug for the temporary generator. Included on-site verifications and reviewing of record documentation. Specific Role: Field Inspector		
d.	(1) TITLE AND LOCATION (City and State) South Florida Water Management District Pump station S-5A Repowering and Automation West Palm Beach, FL	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Electrical, instrumentation, and control construction management and inspection services for a flood control pump station. Project includes the rehabilitation of 6 deisel pumps and all auxiliary systems, replacement of two (2) stand by generators, replacment of existing power distribution system including existing FPL service to the facility, and complete control system for automatic operations of the pumps that includes six (6) pump control cabinets, one (1) Master control cabinet, and two (2) remote I/O cabinets. Specific Role: Field Inspector		
e.	(1) TITLE AND LOCATION (City and State) City of West Palm Beach – ECR Headworks and Grit Removal Improvements	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Electrical, instrumentation, and control construction management and inspection services for the replacment of two (2) Influent flow meters, five (5) Influent screens, four (4) influent and effluent gates, modification to existing MCC's and Switchboards, and PLC programing. Specific Role: Field Inspector		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER 1
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21. TITLE AND LOCATION (City and State) City of Pembroke Pines WTP Sodium Hypochlorite Rehabilitation and CO2 Injection System Pembroke Pines, FL	22. YEAR COMPLETED <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">PROFESSIONAL SERVICES 2018</td> <td style="width:50%;">CONSTRUCTION (if Applicable) 2019</td> </tr> </table>	PROFESSIONAL SERVICES 2018	CONSTRUCTION (if Applicable) 2019
PROFESSIONAL SERVICES 2018	CONSTRUCTION (if Applicable) 2019		

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Pembroke Pines	b. POINT OF CONTACT NAME Mr. George Wrves	c. POINT OF CONTACT TELEPHONE NUMBER 954-518-9045

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

Hillers Electrical Engineering, Inc. provided the Instrumentation and Control, SCADA and Electrical Design and Construction services for the Rehabilitation of the Sodium Hypochlorite and CO2 Injection System at the Water Treatment Plant.

Project Highlights:

- **Replacement of existing Sodium Hypochlorite metering pumps, bulk storage tank, and transfer pump.**
- **Update SCADA system for monitoring and control for Hypochlorite system.**
- **Design power and controls for temporary CO2 system.**
- **Design power and controls for permanent new CO2 storage tank and CO2 feed panels for monitoring and control of CO2 injection into the water system.**
- **Design power and controls for existing and new instruments associated with new CO2 system.**







25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Hillers Electrical Engineering, Inc	Boca Raton, Florida	Instrumentation and Control, SCADA and Electrical Design and Construction Services
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER 2
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21. TITLE AND LOCATION (City and State) Palm Beach County Water Utilities Department Smart Wellfield Study	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2016	CONSTRUCTION (if Applicable) N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Palm Beach County Water Utilities Department	b. POINT OF CONTACT NAME Ms. Diana Rivera	c. POINT OF CONTACT TELEPHONE NUMBER 561-493-6000
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Hillers Electrical Engineering performed a Smart Wellfield Study for WTP 3, 9 and 11.

Study Highlights:

- Added variable frequency drives with air condition unit to all of the wells to vary the flow/pressure of each well
- Upgraded existing GE iNet radio with GE MDS Orbit radio for remote wellfield communication to improve the reachability and speed
- Upgraded Allen Bradley Micrologix 1400 PLC with Allen Bradley Compactlogix PLC in well RTU panels to handle more inputs and outputs with better connection
- Added analytical instruments to measure Conductivity, Temperature and ORP at each well to analyze the well water chemical characteristics
- Added Pressure Transmitters to all wells



Conductive Transmitter



Allen Bradley Compact Logix PLC



GE MDS Orbit Radio

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Hillers Electrical Engineering, Inc.	Boca Raton, Florida	Study and Evaluation Services
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER 3
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21. TITLE AND LOCATION (City and State) Palm Beach County Water Utilities- WTP2 Filters Improvements	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2013	CONSTRUCTION (if Applicable) 2016

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Palm Beach County Water Utilities Department	b. POINT OF CONTACT NAME Mr. Vince Riccobono	c. POINT OF CONTACT TELEPHONE NUMBER 561-493-6000
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Hillers Electrical Engineering provided electrical, instrumentation and control, fire alarm design as well as construction inspection services for the WTP 2 New Filters project. This project consisted of a new filter building with 8 sand filters, 1 clearwell, one electrical room, one blower room, and transfer/backwash pump station.

Project Highlights:

- **Design replacement 480V feeder of existing Hypochlorite Building**
- **Design of new 480V feeder from existing Hypochlorite Building to new filter building**
- **Design new electrical room with new switchboard, new Motor Control Center**
- **Design of new Variable Frequency Drives for transfers pumps**
- **Design of new Solid State Reduced Voltage Starters for backwash pumps and backwash blowers**
- **Design interior and exterior lighting, grounding and lightning protection systems**
- **Design new Filter PLC control panel and instruments associated with the filter system**
- **Design new Fire Alarm System for Filter Building**



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Hillers Electrical Engineering, Inc.	Boca Raton, Florida	I&C, Design and Construction Services
b.			
c.			
d.			
e.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER 4
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21. TITLE AND LOCATION <i>(City and State)</i> Palm Beach County Water Utilities Department- WTP 3 Short Circuit, Device Coordination and Arc Flash Analysis	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2016	CONSTRUCTION (if Applicable) N/A

23. PROJECT OWNER'S INFORMATION

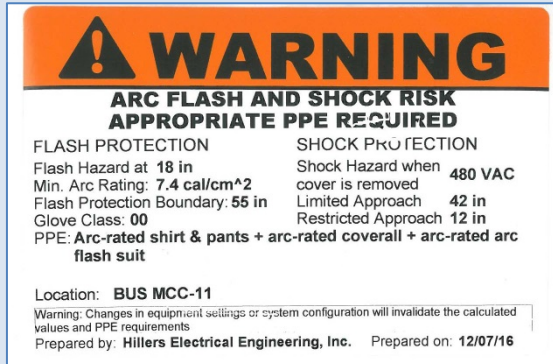
a. PROJECT OWNER Palm Beach County Water Utilities Department	b. POINT OF CONTACT NAME Mr. Chris Cavaleri	c. POINT OF CONTACT TELEPHONE NUMBER 561-493-6000
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Hillers Electrical Engineering (HEE) provided a Short Circuit, Device Coordination and Arc Flash Analysis of the existing plant's electrical distribution system. The study analyzed the plant electrical power distribution systems for compliance with National Electrical Safety Code 2015 (NFPA 70E), National Electrical Code 2008 (NFPA 70) and IEEE 1584.

Project Highlights:

- Documented the existing plant electrical system and existing plant overcurrent device settings
- Calculated the available plant short circuit fault currents at major distribution equipment locations
- Identified equipment that has short circuit (AIC) ratings below that of the associated available fault current calculated in the study
- Tabulated electrical equipment characteristics for overcurrent protective devices, cables, generators, transformers, major electrical equipment, and motors
- Provided and implemented recommendations for protective device settings for coordination in various locations
- Performed Arc Flash evaluation and identified proper personnel protective clothing for working on live equipment. Provided and installed Arc flash labels on electrical equipment in the plant



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Hillers Electrical Engineering, Inc	Boca Raton, Florida	Study and Evaluation Services
b.			
c.			
d.			
e.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER 5
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21. TITLE AND LOCATION (City and State) Palm Beach County Water Utilities Department- WTP 8 PLC Replacement & Programming	22. YEAR COMPLETED <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">PROFESSIONAL SERVICES 2016</td> <td style="width:50%;">CONSTRUCTION (if Applicable) N/A</td> </tr> </table>	PROFESSIONAL SERVICES 2016	CONSTRUCTION (if Applicable) N/A
PROFESSIONAL SERVICES 2016	CONSTRUCTION (if Applicable) N/A		

23. PROJECT OWNER'S INFORMATION

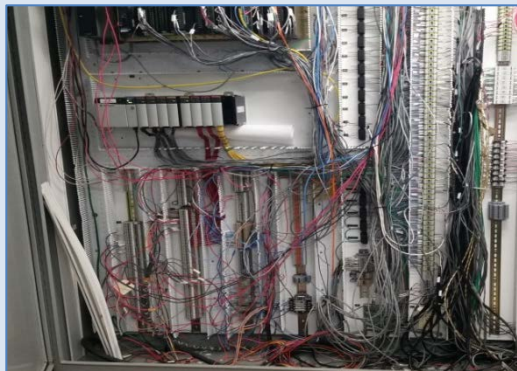
a. PROJECT OWNER Palm Beach County Water Utilities Department	b. POINT OF CONTACT NAME Mr. Steve McGrew	c. POINT OF CONTACT TELEPHONE NUMBER 561-493-6000
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Hillers Electrical Engineering provided instrumentation/SCADA design, PLC programming, and construction/replacement assistance services for the PBC WTP 8 PLC replacement project. The Existing Allen-Bradley PLC-5 system was obsolete and beyond its reliable life span. The system was replaced with a newer generation of Allen-Bradley Control Logix PLC system with minimum interruption and downtime to the existing water treatment process.

Project Highlights:

- Designed and identified the replacement components for each PLC panel and RIO panel.
- Verified received replacement components with bill of material.
- Designed a temporary installation plan to keep both existing and new PLC systems running in parallel.
- Designed the new PLC Architecture Communication Block Diagram for new Control Logix PLC system.
- Installed new fiber optic at Anion Exchange PLC panel.
- Replaced existing RIO panel one-by-one to minimize the downtime and interruption of the existing water treatment process.
- Performed PLC programming for the new Control Logix PLC system and coordinated with County SCADA department for SCADA interfacing.




PLC 5 BEFORE



Control Logix PLC AFTER

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Hillers Electrical Engineering, Inc	Boca Raton, Florida	Instrumentation/SCADA design, PLC programming, and construction/replacement assistance services
b.			
c.			
d.			
e.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		20. EXAMPLE PROJECT KEY NUMBER 6	
21. TITLE AND LOCATION (City and State) Palm Beach County Water Utilities Department Headworks and Effluent Transfer Pumping Improvements		22. YEAR COMPLETED PROFESSIONAL SERVICES 2017	
CONSTRUCTION (if Applicable) On-Going			
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER Palm Beach County Water Utilities Department	b. POINT OF CONTACT NAME Mr. Pollop Phonpornwithoon	c. POINT OF CONTACT TELEPHONE NUMBER 561-493-6000	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost) <p>Hillers Electrical Engineering (HEE) provided electrical and instrumentation design service for modification of Headworks and Effluent Pumping at Southern Region WRF. Project included upgrade of existing electrical service, replacement and upgrade of screens, compactors and conveyor systems, including associated instruments and control panels and expansion of existing building to include new conveyor and container rooms. Project also included replacement of existing effluent transfer pump with higher capacity unit.</p> <p>Project Highlights:</p> <ul style="list-style-type: none"> Design of new electrical service at the Pretreatment Building including pad-mounted transformers, generator circuit breakers, main-tie-main Switchboard and associated 4160V cable/conduit and 480V bus duct systems to replace existing electrical service Design of modifications to existing MCC's at Pretreatment Building, including upgrade to main-tie-main to improve reliability Design of new Variable Frequency Drives, SSRVS's (Solid State Reduced Voltage Starters), NEMA across-the-line starters, etc. Interior and exterior LED lighting; grounding and lightning protection systems Design of new Rockwell Automation RIO control panel and remote operator touch screens interfacing with the existing Plant PLC Ethernet network Design new instruments, level transmitters, pressure transmitters, pressure switches, combustible gas detection system, etc. 			
			
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Hillers Electrical Engineering, Inc.	(2) FIRM LOCATION (City and State) Boca Raton, Florida	(3) ROLE Electrical and Instrumentation Design/Construction Services
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER 7
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21. TITLE AND LOCATION (City and State) Broward County Water and Wastewater Services Master Pump Station 440 Modifications	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2013	CONSTRUCTION (if Applicable) 2016

23. PROJECT OWNER'S INFORMATION

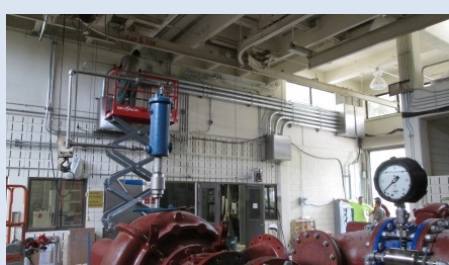
a. PROJECT OWNER Broward County Water and Wastewater Services	b. POINT OF CONTACT NAME Mr. Oscar Asgar	c. POINT OF CONTACT TELEPHONE NUMBER 954-831-0983
---	--	---

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

Hillers Electrical Engineering (HEE) provided electrical and instrumentation design service for modification of Master Booster Pump Station 440 for Broward County Water Utility Department (WUD). Project included replacement of existing electrical service equipment,. Replacement and upgrade of station PLC and analytical instruments for automatic operations.



Project Highlights:

- **Design of new electrical service at the Booster Pump Station including Main breaker, Automatic Transferswitch and Emergency Generator.**
- **Design of new Variable Frequency Drives and NEMA across-the-line starters, etc.**
- **Interior and exterior LED lighting; grounding and lightning protection systems**
- **Design of new Rockwell Automation PLC control panel and remote operator touch screens interfacing with the existing Plant PLC Ethernet network**
- **Design new instruments, level transmitters, pressure transmitters, pressure switches, combustible gas detection system, etc.**



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Hillers Electrical Engineering, Inc.	Boca Raton, Florida	Electrical and Instrumentation Design/Construction Services
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		20. EXAMPLE PROJECT KEY NUMBER		
		8		
21. TITLE AND LOCATION <i>(City and State)</i> Palm Beach County Water Utilities Department Wastewater Lift Stations Rehabilitation Project	22. YEAR COMPLETED <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">PROFESSIONAL SERVICES N/A</td> <td style="width: 50%; padding: 5px;">CONSTRUCTION (if Applicable) 2017</td> </tr> </table>		PROFESSIONAL SERVICES N/A	CONSTRUCTION (if Applicable) 2017
PROFESSIONAL SERVICES N/A	CONSTRUCTION (if Applicable) 2017			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER Palm Beach County Water Utilities Department	b. POINT OF CONTACT NAME Mr. Vince Riccobono	c. POINT OF CONTACT TELEPHONE NUMBER 561-493-6000		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i> Hillers Electrical Engineering provided electrical and instrumentation construction inspection services for the wastewater lift stations rehabilitation project which included lift station No. 170, 955, 968, 969, 971, 1044, 1046, 1050 and 5049. Project Highlights: <ul style="list-style-type: none"> Review shop drawings per PBC Lift Station Standards Inspect underground electrical installation Inspect new control panel installation Inspect communication of RTU Test the operation and functionality of lift stations 				
<div style="display: flex; justify-content: space-around;">   </div>				
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT				
a.	(1) FIRM NAME Hillers Electrical Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Boca Raton, Florida	(3) ROLE Electrical and Instrumentation Construction Inspection Services	
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. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER 9
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21. TITLE AND LOCATION (City and State) East Central Regional Water Reclamation Facility West Palm Beach Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2015	CONSTRUCTION (if Applicable) N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER East Central Regional Water Reclamation Facility Board	b. POINT OF CONTACT NAME Mr. Brian Shields	c. POINT OF CONTACT TELEPHONE NUMBER (561) 493-6081
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Hillers Electrical Engineering Performed a study of the existing plant power distribution facility analyzing the following:

- **Condition assessment of existing plant electrical facilities:** Analyze existing condition of major electrical system components and determine remaining useful life. Make recommendations for renewal and replacement.
- **Electrical system vulnerability assessment:** Identify single point failures that would interrupt, or hinder, plant operations.
- **Short circuit, device coordination and arc flash study:** Update plant single line diagrams and create a system model in SKM Power Tools for Windows to:
 - Analyze the available short circuit current throughout the plant.
 - Analyze coordination and perform selective coordination to the greatest extent possible.
 - Perform arc flash incident energy calculations and generate arc flash labels.
 - Make recommendations for improvements of system deficiencies.
- **Electrical maintenance testing bid documents:** Prepare bid documents for ECR Board to procure electrical maintenance and testing services from a certified testing firm to do a complete status of the electrical power distribution system components.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Hillers Electrical Engineering, Inc.	Boca Raton, Florida	Electrical Engineering Consulting Services
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

H. ADDITIONAL INFORMATION

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

Hillers Electrical Engineering, Inc. has been in business since 1994 and is located in Boca Raton, Florida. Hillers Electrical Engineering, Inc. (HEE) brings an extensive amount of unsurpassed experience, expertise, and personalized service in electrical engineering design, control application programming, and construction management. Our electrical design services include power, control, instrumentation, telemetry, start-up assistance, construction management services and PLC/computer programming for County and State municipal agencies as well as private industry.

Our office is fully equipped with state-of-the-art computer systems and engineering software to help ensure a quality and cost-effective product. Software programs include AutoCAD SKM fault current/coordination/arc flash program, generator sizing programs, and 3 dimensional lighting calculations program.

HEE design staff brings vast electrical, instrumentation and telemetry design and project management experience in a variety of areas such as raw water wells, ASR and DIW wells, water treatment facilities, water distribution systems, wastewater collection systems, wastewater treatment facilities including reuse, storm water and treatment pumping stations, airport terminals, airport runway-taxiway-apron lighting and navigational systems, sportsfield lighting, roadway and parking lot lighting, fire stations, etc..

HEE provides a variety of electrical, instrumentation and telemetry design and construction management tasks including:

- Low, Medium, and High Voltage Power Distribution Systems
- Motor Control Centers (MCCs)
- Distribution Panels
- Voltage Drop Calculations
- Variable Frequency Drive (VFD) Application
- Luminaire Calculations
- Short-Circuit Calculations, Protective Device Coordination & Arc Flash
- Standby Generator Systems
- Fire Alarm and Security Systems
- Instrumentation & Control Systems
- Telemetry Systems
- Supervisory Control and Data Acquisition (SCADA) Systems
- Shop Drawing Review
- Energy Audits
- Cost Estimates, Testing, and Start-Ups

The nature of Consulting is such that responsiveness is the key to maintaining a long-term relationship. HEE takes great pride in ensuring that we are immediately accessible and responsive to our client's needs. This is demonstrated in the excellent relationship we have established over the last 25 years with many municipalities and environmental consulting firms.

I. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE


32. DATE
5/7/2019

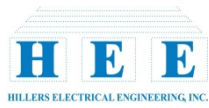
33. NAME AND TITLE
Paul Hillers, President

TAB 3



CERTIFIED MINORITY BUSINESS ENTERPRISE





Power Electrical Engineering Services for the Utilities Division

RFQ# PSUT-19-01

May 7, 2019

Hillers Electrical Engineering, Inc. is a Certified Minority Business with the State of Florida Office of Supplier Diversity. We are also a Certified Small/Minority Business with Palm Beach County. Our certificates authenticating our status can be found in this tab.

State of Florida

Minority Business Certification

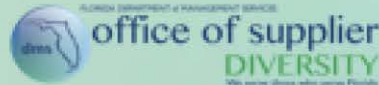
Hillers Electrical Engineering Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

09/27/2017 to 09/27/2019



Erin Rock, Secretary
Florida Department of Management Services



Modification of Services February 25, 2019
Palm Beach County
Office of Equal Business Opportunity

Certifies That

Hillers Electrical Engineering, Inc.

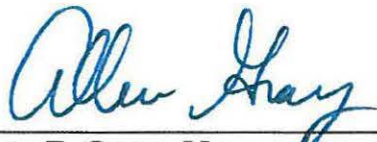
Vendor # HILL0026

is a Small/Minority Business Enterprise as prescribed by section 2-80.21 – 2-80.40 of the Palm Beach County Code for a three year period from

February 25, 2019 to October 15, 2021

The following Services and/or Products are covered under this certification:

Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting Programming Services, Computer, Including Mobile Device Applications; System Implementation and Engineering Services; Control Systems Engineer, Electrical Engineering, Including Cogeneration Design Services; Instrumentation Engineer; Value Engineering and Value Analysis Services, Professional Inspection Services, Construction Type; Inspection Services, Electrical Instrumentation and Controls



Allen F. Gray, Manager

February 25, 2019



Palm Beach County Board of County Commissioners

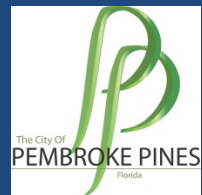
**Mack Bernard , Mayor
Dave Kerner, Vice Mayor
Hal Valeche
Greg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay**

**County Administrator
Verdenia C. Baker**

TAB 4



FIRM'S UNDERSTANDING AND APPROACH TO THE WORK



Understanding and Approach to Work of this Contract

The City's utility infrastructure is aging with growing impacts to operations, reliability and efficiency of the service to their customers; particularly as related to power distribution systems integral to the utility facilities. The City is concerned with the reliability and condition of the power distribution and control systems of these facilities. The City desires to select an experienced, highly qualified, electrical, instrumentation and control engineering firm to partner with in addressing the necessary electrical and I&C improvements at the Water Treatment Plant (WTP), Wastewater Treatment Plant (WWTP), booster pumping stations and master pumping stations. The selected firm will be tasked with analyzing, assessing and developing improvements for identified electrical, instrumentation and control system projects listed in Tab 5, as well as, several key issues with respect to surge suppression, overcurrent device coordination, electrical safety, harmonics mitigation and EPA emergency generator compliance. In addition, the selected firm will likely assist the City, as stewards, in determining the immediate and long-term approach to utility wide electrical and instrumentation system reliability and operation efficiency.

Understanding the City's Needs

The Hillers Team understands the City's utilities and its needs pertaining to the electrical power distribution, instrumentation and control systems for the utility infrastructure facilities.

The Wastewater Treatment Plant (WWTP) is comprised of five package treatment units, each with an aeration basin, clarifier, digester and effluent within a circular steel structure. The development of the initial Pembroke Pines Wastewater Treatment Plant (WWTP) or East WWTP was in support of neighboring developments such as Century Village with two package treatment units. The WWTP expanded in the early 1990s to meet growing development demands occurring in the City and the addition of the West WWTP and its three treatment units. The Hillers Team performed engineering design and construction management services during this 1990s expansion as part of Berry & Calvin/Calvin Giordano & Associates team.



Additional upgrades and modifications to the original WWTP include:

- Sludge handling facility
- Headworks facility
- Odor control systems
- Equalization and transfer pumping systems
- Effluent pumping facility
- Programmable logic controller based control system
- The design and construction of a sludge handling facility, just north of the West WWTP, produces palletized sludge and allowed for the decommissioning of the sludge dewatering facility.
- The addition of the headworks facility alleviated the treatment units from the debris generated by households upstream of the Plant.

- Odor scrubbing blowers and domes covering the treatment units have since been installed to mitigate the odors emitting from the East and West WWTPs.
- An equalization tank with transfer pump station for both the East and West WWTPs, transfers the wastewater from the EQ tank into the treatment units via an array of constant speed pumps that automatically cycled on/off depending on the level in the wetwell.
- The effluent disposal comprises of a 16-inch and 24-inch-deep injection well, along with an effluent storage tank, initially utilized constant speed pumps to dispose of treated secondary effluent; however, the pumps have since been converted to variable speed pumps with the addition of variable frequency drives (VFDs).
- A programmable logic controller (PLC) based platform, Allen Bradley Control Logix, with Human Machine Interface (HMI) software displays, controls and archives the different process control parameters such as blower control, effluent pump control, clarifier rake control, bar screen control etc. The PLC's are strategically placed throughout the Plant with various analog and digital inputs and outputs. Peer to peer communication between PLCs are digitized and relayed via a fiber optic network to the HMI interface located in the control room.

The Water Treatment Plant (WTP) is a lime softening Plant consisting of four filters, four treatment units, an ion exchange system, three ground storage tanks, transfer pumps, high service pumps and chemical systems. In 1994 and 1995, the Hilliers Team designed and performed construction management for the WTP expansion to 18 MGD, Phase I and II, as part of the Berry & Calvin/Calvin Giordano & Associates team. Under the Phase I and Phase II expansion projects, the Hilliers Team designed:



- A control/office building
- An anion exchange treatment system
- An emergency standby generator system
- Various motor control centers
- A distributed programmable logic controller based (PLC) control system with Human Machine Interfaces (HMI) throughout the Plant
- A fiber optic SCADA network to gather the various analog and digital input and output process parameters.

During the construction, the Hilliers Team flawlessly performed the switchover between the old and new control rooms without interruption of process and Department of Environmental Protection (DEP) recording requirements.

More recently, the Hilliers Team, as part of the Calvin Giordano & Associates Team, performed engineering design and construction management services for the Carbon Dioxide Addition Project; Anion Exchange Improvement Project; and the Filter Improvement Project and is presently performing engineering design of the Lift Station Improvements Project.

Electric utility power is provided by Florida Power and Light (FPL) for all of the City's water treatment facilities. The Hilliers Team assisted the City in discussions with FPL regarding recent power fluctuations at the WWTP originating from the Stonebridge and Huntington FPL Substations. After an extensive FPL

review, the power interruptions were determined to be caused by tree branches interfering with the overhead distribution lines originating from the Huntington FPL Substation. The clearing of these branches from the power lines is currently underway by FPL to mitigate future power interruptions.

Clearly, the Hillers Team has extensive knowledge of the City's utility infrastructure and the power distribution, instrumentation and control systems contained within. The narrative descriptions below describe our understanding of the tasks contained within the proposed projects listed in Tab 5 in conjunction with our institutional knowledge of the associated systems:

1. WTP Power Distribution, Instrumentation and Control System:

- Perform an electrical condition assessment including insulation cable testing as necessary to identify and prioritize electrical equipment in need of replacement. Make recommendations of priorities to replace and upgrade system components.
- Perform an assessment of the instrumentation and control system to identify instrumentation in need of replacement and to recommend upgrades to the process automation. Make recommendations of priorities to replace and upgrade system components.
- Provide engineering design and construction management services for the implementation of recommended electrical, instrumentation and control system improvements identified in the condition assessments.
- Perform a Short Circuit, Device Coordination and Arc Flash System Study encompassing the WTP's electrical distribution system.

2. WTP High Service Pump Station:

- Provide engineering design and construction management services for the replacement of the selected high service pumps, including new variable frequency drives, modifications to the existing electrical distribution/control systems, coordination with any mechanical and process modification conducted by the owner and to perform a Short Circuit, Device Coordination and Arc Flash System Study on the impacted electrical distribution system.

3. WWTP Power Distribution System:

- Perform an electrical condition assessment including insulation cable testing as necessary to identify and prioritize electrical equipment in need of replacement. Make recommendations of priorities to replace and upgrade system components.
- Provide engineering design and construction management services for the implementation of recommended electrical system improvements identified in the condition assessment.
- Perform a Short Circuit, Device Coordination and Arc Flash System Study encompassing the WWTP's electrical distribution system.

4. WWTP Instrumentation and Control System:

- Perform an assessment of the instrumentation and control system to identify instrumentation in need of replacement and to recommend upgrades to process automation. Make recommendations of priorities to replace and upgrade system components.
- Provide engineering design and construction management services for the implementation of recommended instrumentation and control system improvements identified in the condition assessment.

5. WWTP Effluent Pump Station:

- Perform an electrical, instrumentation and control systems condition assessment of the Effluent Pumping Station, including insulation cable testing as necessary, to identify and prioritize electrical, instrumentation and control system components in need of replacement. Make recommendations of priorities to replace and upgrade system components.
- Provide engineering design and construction management services for the implementation of recommended electrical, instrumentation and control system improvements identified in the condition assessments.
- Perform a Short Circuit, Device Coordination and Arc Flash System Study on the impacted electrical distribution system.

6. Holly Lake Water Booster Pumping Station:

- Perform an electrical, instrumentation and control systems condition assessment of the Holly Lake Water Booster Pumping Station to identify and prioritize electrical, instrumentation and control equipment in need of replacement. Make recommendations of priorities to replace and upgrade system components.
- Provide engineering design and construction management services for the implementation of recommended electrical, instrumentation and control system improvements identified in the condition assessments.
- Perform discipline coordination with any mechanical and/or process modifications, conducted by others.
- Perform a Short Circuit, Device Coordination and Arc Flash System Study on the impacted electrical distribution system.

7. Academic Village Water Booster Pumping Station:

- Perform an electrical, instrumentation and control systems condition assessment of the Academic Village Water Booster Pumping Station to identify and prioritize electrical and I&C equipment in need of replacement. Make recommendations of priorities to replace and upgrade system components.
- Provide engineering design and construction management services for the replacement of the electrical and I&C systems of the Academic Village Water Booster Pumping Station recommended for replacement in the condition assessments,
- Perform discipline coordination with any mechanical and/or process modifications, conducted by others.
- Perform a Short Circuit, Device Coordination and Arc Flash System Study on the impacted electrical distribution system.

8. WWTP Master Pumping Stations:

- Perform an electrical, instrumentation and control systems condition assessment of the WWTP Master Pumping Stations to identify and prioritize electrical and I&C equipment in need of replacement. Make recommendations of priorities to replace and upgrade system components.

Power Electrical Engineering Services for the Utilities Division

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- Provide engineering design and construction management services for the replacement of the electrical and I&C systems of the WWTP Master Pumping Stations recommended for replacement in the condition assessments
- Perform discipline coordination with any mechanical and/or process modifications, conducted by others.
- Perform a Short Circuit, Device Coordination and Arc Flash System Study on the impacted electrical distribution system.

Observations

During recent visits to the City's WWTP and WTP, the Hillers Team made the following observations:

- A significant portion of the electrical equipment is at least 25 years old and approaching end of its useful life.
- The application of surge protection protective devices throughout the power distribution system are insufficient allowing for electrical surges emanating from the electrical utility and/or through lightning to disrupt and potentially harm the existing electrical systems.
- Excessive power flickering and power interruptions that are likely having an adverse effect to the electrical equipment operating at these facilities.
- A recent electrical fault within one of the effluent pump VFDs interrupted the power for the entire effluent pumping facility due to insufficient overcurrent device coordination.
- Arc flash labeling, required by National Fire Protection Association (NFPA 70E) "Electrical Safety in the Workplace" and OSHA was not observed to be affixed anywhere throughout the electrical distribution system, as required in Article 409.
- Unfiltered 6 pulse VFDs located throughout these facilities are likely generating undesirable harmonics that are detrimental to electrical distribution and process control systems.
- It is recommended that a review be conducted on the existing facilities emergency generator systems for EPA emission compliance for emergency standby generators.
- The WTP FPL vault and main electrical switchgear is old and in need of an assessment to determine condition and recommended options for replacement.
- Water leaking from the roof of the main electrical room was observed against the walls and on the floor.

Water and Wastewater Treatment Facility Experience

The Hillers Team has extensive electrical, instrumentation and control system experience for municipal water treatment, collections and distribution system. The Hillers Team currently provides electrical, instrumentation and control engineering services to Palm Beach County Water Utilities, City of Boca Raton Utilities, East Central Regional Water Reclamation Facility Board, South Central Regional Wastewater Treatment and Disposal Board, Seacoast Utility Authority, City of Orlando, Broward County, City of Sunrise, City of Hollywood, City of Fort Lauderdale, City of Pompano Beach and many other utilities throughout South Florida. Listed below are projects the Hillers Team has consulted on for these clients that are of similar nature to the anticipated work of this contract:

- **Palm Beach County Water Treatment Plant 2 Filter Improvement Project** which includes eight sand filters, one clearwell, one electrical room, one blower room, and transfer/backwash pump station. This project also includes new switchboards, MCCs, VFDs, redundant Allen-Bradley Controllogix PLC system and instruments.

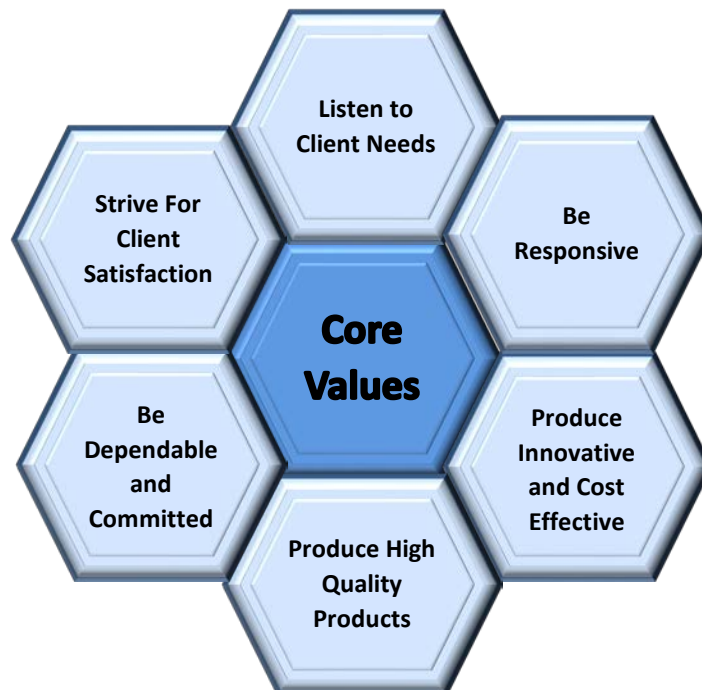
- **Palm Beach County Southern Regional Wastewater Reclamation Facility Headworks Improvement Project** that includes new medium voltage electrical service to the Pretreatment Building, modifications of existing MCC's to improve reliability by adding main-tie-main arrangement, new Allen-Bradley Controllogix/Remote I/O systems and new instruments.
- **East Central Regional Water Reclamation Facility Electrical Study and Maintenance Testing Documents** which consists of the Hillers Team field verifying, documenting and assessing the entire electrical system including all existing electrical overcurrent device settings, the creation of plant electrical one-line diagrams, performing short circuit calculations, review overcurrent device coordination, perform arc flash analysis, affix arc flash labeling and creation of electrical maintenance testing bid documents.

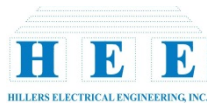
The Hillers Team's extensive experience with FPL coordination will provide a significant benefit to the City. Our FPL related experience includes

- Hardening of incoming FPL systems
- Relocation of existing FPL overhead and underground distribution lines
- Coordination of new electrical services
- Removal of existing electrical services
- Upgrades to/increasing of existing electrical service capacities
- Rate structure analysis
- Coordination with FPL distribution system protective devices for coordination and arc flash studies.

Approach and Work Plans

Our Approach and Methodology to Continuing Services Contracts is simple and straightforward. The Hillers Team empowers local leadership, engages highly technical local resources, and stays focused on its core values. Hillers Electrical Engineering takes great pride in the services we provide. Every task we complete originates from our company core values and beliefs. It is this set of values that sets us apart from the rest:





Power Electrical Engineering Services for the Utilities Division

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Continuing service contracts make up the majority of our workload. Clients have confidence in our capabilities, availability, responsiveness, and quality of our products and services. These attributes are the key ingredients to our 25 years of continuous growth and success. The Hillers Team takes great pride in being the firm that clients call when they face electrical, instrumentation and control challenges that require assistance.

The nature of a continuing services contract is to assist City staff with identifying utility system needs to improve service; reliability; maintainability; and extend useful life. Once needs and priorities are established, provide timely cost-conscious engineering services and solutions to address the identified needs. City utilities maintain a limited staff with the specialized knowledge required for electrical, instrumentation, control and telemetry systems whereby identifying needs for those systems becomes difficult with the daily demands in maintaining the utility. If selected, the Hillers Team will become an extension of utility staff able to focus on identifying electrical, instrumentation and control needs, while working closely with utility staff, and then producing quality engineering designs addressing those needs.

The table below demonstrates that the Hillers Team has the experience and staff to accomplish any task that this Continuing Services Contract requires:

HILLERS ELECTRICAL ENGINEERING EXPERIENCE	
Electrical Power Distribution Systems: Low and Medium Voltage	X
Emergency Power Systems	X
Motor Control Systems	X
Lighting	X
Grounding/Bonding	X
Lighting Protection and Surge Protection Systems	X
Fire Alarm Systems	X
Communication Systems Including Networking	X
Plan Process Control Systems	X
Plant Process Instrumentation Systems	X
SCADA Systems	X
Telemetry Systems	X
PLC, HMI Programming	X
Master Plan Studies	X
Condition Assessment Studies	X
Short Circuit- Device Coordination and Arc Flash Studies	X
Constructability Reviews	X
Utility Service Coordination	X
Construction Inspection Services	X

Our methodology to project development and execution follows a logical and common sense approach that begins with **LISTENING**. Engineers must excel in listening to understand a client’s needs. Early decision making/planning helps to keep each assignment on schedule and within budget. One of the cornerstones of the Hillers Team’s project approach is early planning. Our Project Manager will lead our design team and engaging our in-house expertise, as appropriate, dependent on the nature of each work assignment. Our team will work with the City’s Engineering staff to understand the scope, budget and schedule for each assignment. Prior to commencing work, we will set detailed milestones, appropriate for

the scope of work, which is approved by the City. This will allow the City, and our team, to monitor the project progress and budget to identify and resolve issues prior to them negatively impacting the project. We will facilitate early decision making to keep each assignment on schedule.

Our approach to project development and execution:

1. **Project definition:** Upon receipt of an assignment, the Hillers Team will meet with City staff to determine the City's objectives, goals, budget and schedule for the project and to interview staff to extract their knowledge and experience pertinent to the assignment.
2. **Determine project schedule:** The Hillers Team will develop and present a project schedule for review and discussion with City staff. Any modifications resulting from these discussions are incorporated into a final project schedule.
3. **Establish Design Criteria:** The Hillers Team will work with City staff to define specific criteria to constrain and refine the scope of the assignment.
4. **Develop Concepts:** The Hillers Team will perform data gathering, concept development, and feasibility analysis to identify options and approaches to the project objectives and goals.
5. **Evaluate/Rank Options and Select Path forward:** Together with City Staff, the Hillers Team will discuss, evaluate and rank concepts and options to determine the best path forward for the assignment.
6. **Formulate detailed implementation plan:** As appropriate to the assignment, goals and objectives, the Hillers Team will develop an implementation plan for the highest ranked option.
7. **Implementation:** Design and construction phase services.

Design Phase Services: The design phase of the project will be conducted with typical 30%, 60%, 90%, and 100% milestone submittals to the City for review and comment as the project progresses. It is our experience that a phased approach, along with calculated and timely permitting submittals yields feedback from the permitting agencies with ample time to incorporate changes into the design if required and facilitates going to bid as early as possible with all permits ready for the contractor.

Construction Phase Services: The Hillers Team provides a full range of Construction Phase Services that we will customize to fit the City's needs for this project. We have full time in house Construction Administration staff to provide as-needed field observation/inspections, contractor interface, change control management, shop drawing review and problem resolution.

Quality Control

Quality control is a continuous process. One of the most important aspects of our project approach is our Project Quality Assurance/Quality Control (QA/QC) Plan. The Hillers Team maintains a rigorous QA/QC program where experienced senior staff (engineering and construction) review and cross-check designs for completeness, accuracy, code compliance, coordination and constructability at the conceptual, preliminary, draft, and final design stages as further described below:

- The 30% milestone review is done very early in the project and takes advantage of our senior staff's vast knowledge and experience to identify a "better way" to accomplish project goals. We encourage client participation in this stage of review.

Power Electrical Engineering Services for the Utilities Division

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- The 60% milestone review checks for compliance with the project schedule and budget, and involves performing checks on calculations, discipline specific issues, inter-discipline coordination, preliminary cost estimates, and code compliance.
- The 90% milestone review performs more in-depth discipline and inter-discipline coordination reviews using extensive check lists, coordination of specifications and drawings, updates to the cost estimate, construction phasing review, constructability review, and legal review of front end documents.
- Final (100%) review verifies previous reviews have been completed with issues addressed, constructability review has been completed, applicable permits obtained or otherwise addressed, construction cost estimates are complete, and that the project is ready for construction.

Work documents subject to QA/QC checks include:

- Calculations
- Studies and reports
- Design drawings at each phase of development
- Technical specifications and other bidding documents
- Quantities and estimates

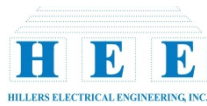
Our QA/QC process includes the following steps:

- Origination: Preparation of the original technical discipline documents by the Lead Engineer
- Check: Check of the original technical discipline documents by a senior staff Quality Control Reviewer.
- Back-Check: Back-check of the documents by the Project Manager
- Verification: Verification of the back-checked documents by the senior staff Quality Control Reviewer

Our QA/QC review team has experience in design, construction, and QA reviews. They are detail-oriented, capable of providing concentrated effort, and are dedicated to quality engineering. Our Project Manager for each work assignment is responsible for the successful and meaningful implementation of all quality control reviews. With our QA/QC plan and our Team's resources, the City can be assured that our final deliverables will be of the highest quality.

The Hillers Team continuously seeks to improve our level of service and the quality of our designs. This is accomplished with a two-step process:

1. We continuously ask ourselves "**IS THERE A BETTER WAY?**" By challenging ourselves on every aspect of our work, we constantly look for ways to improve designs and hence, have the best solution.
2. We design the project as if we were **SPENDING OUR OWN MONEY**. The mindset is that we always look for the best solution if we think we are spending our own money. Commitment to



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providing quality to our clients is inherent to the Hillers Team culture and evident in every work product we deliver. We are committed to providing that same quality to the City.

Cost Control

Cost control is critical to the success of any project. The Hillers Team is sensitive to project budget constraints and performs our designs with budget constraints in mind. Controlling cost begins during the early stages of a project. A construction budget should be established for every project as early as possible to set guidelines. Design should be structured with the construction budget to avoid surprises during the bidding phase. Updating construction cost estimates at the 30%, 60%, and 90% design completion milestones provide metrics for the engineer to use as the design progresses. These opinions of probable construction cost also provide an opportunity to revisit elements of the project that may stray from original budgets and allow opportunities to make adjustments prior to finalization to maintain the core functionality of the design.

A further measure of cost control is achieved by preparing a set of contract documents that can be easily understood by contractors during bidding, which result in more accurate pricing. The Hillers Team has an excellent reputation in the industry for preparing contract documents that are complete and clearly delineate the scope and constraints of work to be performed.

Lastly, cost control is directly related to the timely completion of a project. Hence, coordination with the successful bidder to review their baseline schedule prior to start of construction is important to share the intent of the design from the engineer's perspective and ensure that all aspects of the project are incorporated. Regardless of size of the project, active communication and progress meetings are valuable tools that provide a platform to discuss progress, address any issues or needs from stakeholders, and plan for upcoming activities. Professional collaboration is always encouraged.

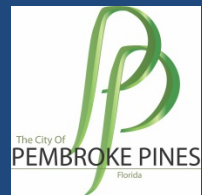
Summary

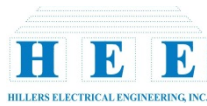
Hillers Electrical Engineering, Inc provides engineering and construction inspection services by highly experienced industry craftsman and engineers. The Hillers Team is very well respected in the Consulting Engineering Community for excellent electrical, instrumentation and control consulting engineering services. Our familiarity with City Personnel, procedures, and facilities is a benefit to the City as it means little to no learning curve and facilitates our partnership to "hit the ground running". The Hillers Team is sensitive to budget constraints, is responsive, adaptable to project schedules and provides out of the box thinking. Finally, the Hillers Team's experience and proven track record make our team the right choice for this continuing services contract.

TAB 5



WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS





Power Electrical Engineering Services for the Utilities Division

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The Hillers Team is sensitive to budget constraints and schedules. We strive to complete projects on time and we design projects with budget constraints in mind. The Hillers Team is willing to meet the time and budget requirements listed in the chart below.

Project	Timeframe	Project Cost	Compensation*	Funding Year
1. Water Treatment Plant (WTP)	December, 2019	\$1,690,000	\$135,200	2019-2020
2. WTP High Service Pump Station	December, 2021	\$1,350,000	\$108,000	2021-2022
3. Wastewater Treatment Plant	December, 2020	\$1,710,000	\$119,700	2020-2021
4. Wastewater Treatment Plant I&C	December, 2020	\$500,000	\$35,000	2020-2021
5. WWTP Effluent Pump Station	Summer, 2019	\$840,000	\$67,200	2018-2019
6. Holly Lake Water Booster Pumping Station	2022-2023**	\$650,000	\$52,000	2022-2023
7. Academic Villlage Water Booster Pumping Station	2022-2023**	\$650,000	\$52,000	2022-2023
8. WWTP Master Pump Stations (ea. TBD)	2024-2025**	\$300,000	\$ 30,000	2024-2025

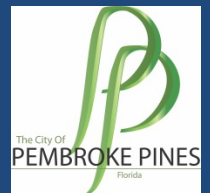
*Preliminary design report, construction documents (CD's) and assistance during bidding. Excludes services during construction.

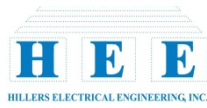
**Subject to planning refinements.

TAB 6



RECENT, CURRENT AND PROJECTED WORKLOADS OF THE FIRM





Power Electrical Engineering Services for the Utilities Division

RFQ# PSUT-19-01

May 7, 2019

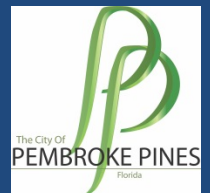
The following chart shows the Hillers Team’s completed, current and projected workload distribution through the year 2023.

Municipality	Completed 2018	Current/Active 2019	Projected 2020-2023
Palm Beach County	34%	24%	15%
Broward County	24%	15%	10%
South Florida Water Management District	19%	13%	5%
Village of Wellington	8%	3%	1%
City of Fort Lauderdale	2%	1%	1%
Miscellaneous Municipalities	12%	5%	3%
City of Pembroke Pines	1%	1%	
Total Workload	100%	61%	35%

TAB 7



OTHER COMPLETED DOCUMENTS



Supplier Response Form

City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH RFQ # PSUT-19-01 titled “Power Electrical Engineering Services for the Utilities Division” 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?

Title Page	Yes
Letter of Interest	Yes
Standard Form 330 (Parts I and II)	Yes
Certified Minority Business Enterprise Certification	Yes

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

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

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

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

BIDDER is fully informed respecting the preparation and contents of the 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

Supplier Response Form



City of Pembroke Pines

Attachment C

PROPOSER'S QUALIFICATIONS STATEMENT

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

PROPOSER'S Name and Principal Address:

Hillers Electrical Engineering, Inc.
 23257 State Road 7, Suite 100
 Boca Raton, FL 33428

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:

Paul Hillers, President
 Tom Doran, Vice President

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.

N/A

At what address was that business located?

N/A

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

We are not a contractor. We only hold professional, commercial general, auto, and workers compensation liability insurance.

Have you ever failed to complete work awarded to you. If so, when, where and why?

No

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

N/A

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).

No

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.

N/A

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).

N/A

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.

N/A

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.

N/A

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.

Original Provider

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No

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

We hold the Professional Services contract for Electrical, Instrumentation & Telemetry Engineering Services for the Palm Beach County Water Utilities Department. We hold the contract for Professional Consulting Services on Continuing Contract Basis for the

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.

Hillers Electrical Engineering, Inc. (Company Name)

Paul Hillers/ (Printed Name/Signature)

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username jackiyasin1

Password [input field] *

Buttons: Save, Take Exception, Close

* Required fields

Username **jackiyasin1**

Password *

[Save](#) [Take Exception](#) [Close](#)

* Required fields

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

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City/State/Zip:

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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:

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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:

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:

TAB 8



PROFESSIONAL REGISTRATION CERTIFICATES



State of Florida

Department of State

I certify from the records of this office that HILLERS ELECTRICAL ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on February 16, 1994.

The document number of this corporation is P94000013888.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 25, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of March,
2019*



Ronald R. DeSantis
Secretary of State

Tracking Number: 5267454982CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Ron DeSantis, Governor



Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HILLERS ELECTRICAL ENGINEERING, INC.

23257 STATE RD 7 - STE 100
BOCA RATON FL 33428-5494

LICENSE NUMBER: CA6877

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor



Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HILLERS, PAUL FREDERIK

180 LUCINA DRIVE
HYPO LUXO FL 33462

LICENSE NUMBER: PE41022

EXPIRATION DATE: FEBRUARY 28, 2021

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

LUTHER, MARK E

8650 WATERCREST CIRCLE WEST
PARKLAND FL 33076

LICENSE NUMBER: PE48801

EXPIRATION DATE: FEBRUARY 28, 2021

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

WIN, THEIR

7085 NW 70TH TER
PARKLAND FL 33067

LICENSE NUMBER: PE65722

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

KAPPES, JAMES W.

360 MULBERRY GROVE ROAD
ROYAL PALM BEACH FL 33411

LICENSE NUMBER: PE71499

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



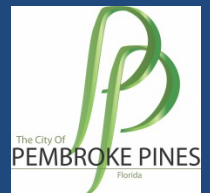
Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

TAB 9



ADDITIONAL INFORMATION





(OFFICE USE ONLY) Vendor number:

Vendor Information Form

Operating Name (Payee)	Hillers Electrical Engineering, Inc.		
Legal Name (as filed with IRS)	Hillers Electrical Engineering, Inc.		
Remit-to Address (For Payments)	23257 State Road 7, Suite 100		
	Boca Raton, FL 33428		
Remit-to Contact Name:	Paul Hillers	Title:	President
Email Address:	phillers@hillersee.com		
Phone #:	(561) 451-9165	Fax #	(561) 451-4886
Order-from Address (For purchase orders)	23257 State Road 7, Suite 100		
	Boca Raton, FL 33428		
Order-from Contact Name:	Paul Hillers	Title:	President
Email Address:	phillers@hillersee.com		
Phone #:	(561) 451-9165	Fax #	(561) 451-4886
Return-to Address (For product returns)	23257 State Road 7, Suite 100		
	Boca Raton, FL 33428		
Return-to Contact Name	Paul Hillers	Title:	President
Email Address:	phillers@hillersee.com		
Phone #:	(561) 451-9165	Fax #	(561) 451-4886
Payment Terms:	90 days		

Type of Business (please check one and provide Federal Tax identification or social security Number)

Corporation
 Federal ID Number:
 Sole Proprietorship/Individual
 Social Security No.:
 Partnership
 Health Care Service Provider
 LLC – C (C corporation) – S (S corporation) – P (partnership)
 Other (Specify):

Name & Title of Applicant Paul Hillers, President

Signature of Applicant *P. Hillers* Date 4/11/19

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Hillers Electrical Engineering, Inc.</p> <p>2 Business name/disregarded entity name, if different from above N/A</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 23257 State Road 7, Suite 100</p> <p>6 City, state, and ZIP code Boca Raton, FL 33428</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
6	5	-	0	4	6	9	3	5	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>4/11/19</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted Hillers Electrical Engineering, Inc.
(name of entity submitting sworn statement)
whose business address is 23257 State Road 7, Suite 100, Boca Raton, FL 33428
and (if applicable) its Federal Employer Identification Number (FEIN) is
65-0469356. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____.)
2. My name is Paul Hillers and my
(Please print name of individual signing)
relationship to the entity named above is President.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a



joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND (Please indicate which additional statement applies.)**

B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Paul Hillers

Bidder's Name

Hillers Electrical Engineering, Inc.

Company Name

Signature

4/10/2019

Date



LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: _____

PRINTED NAME / AUTHORIZED SIGNATURE: _____



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 23257 STATE ROAD 7 #100
 BOCA RATON, FL 33428-5494

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0016 ENGINEER BUSINESS	HILLERS ELECTRICAL ENGINEERING INC	CA6877	U18.669834 - 08/22/18	\$66.00	B40190217

This document is valid only when receipted by the Tax Collector's Office.

HILLERS ELECTRICAL ENGINEERING INC
 HILLERS ELECTRICAL ENGINEERING INC
 23257 STATE ROAD 7 STE 100
 BOCA RATON, FL 33428-5494

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2018/2019 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2018111171
 EXPIRES: SEPTEMBER 30, 2019**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "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).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: _____

PRINTED NAME / AUTHORIZED SIGNATURE: _____



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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.

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

The Contractor 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 Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City’s Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

- 1. Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at



least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- A. Contractor currently complies with the requirements of this section; or
- B. Contractor will comply with the conditions of this section at the time of contract award; or
- C. Contractor will not comply with the conditions of this section at the time of contract award:
or
- D. Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
 - 1. The Contractor does not provide benefits to employees' spouses in traditional marriages;
 - 2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor 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. Cash 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 cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



3. The Contractor 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;

4. The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: _____

AUTHORIZED OFFICER NAME / SIGNATURE: _____



VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

SECTION 2 AFFIRMATION

Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

Company Name

Authorized Signer Name

Authorized Signature



**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Paul Hillers, President, on behalf of Hillers Electrical Engineering, Inc.,
Print Name and Title Company Name

certify that Hillers Electrical Engineering, Inc. :
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Paul Hillers, President
Print Name / Title


Signature

Hillers Electrical Engineering, Inc.
Company Name

Supplier: Hillers Electrical Engineering

City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH RFQ # PSUT-19-01 titled “**Power Electrical Engineering Services for the Utilities Division**” 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: **Hillers Electrical Engineering, Inc.**
STREET ADDRESS: **23257 STATE ROAD 7 STE 100**
CITY, STATE & ZIP CODE: **BOCA RATON, FL 33428**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Paul Hillers** TITLE: **President**
E-MAIL: **jacki.yasin@hillersee.com**
TELEPHONE: **5614519165** FAX: **561-451-4886**

AUTHORIZED APPROVER:

NAME: **Paul Hillers** TITLE: **President**
E-MAIL: **phillers@hillersee.com**
TELEPHONE: **5614519165** FAX: **561-451-4886**
SIGNATURE: **Paul Hillers**

B) Proposal Checklist

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

Title Page	Yes <input checked="" type="checkbox"/>
Letter of Interest	Yes <input checked="" type="checkbox"/>
Standard Form 330 (Parts I and II)	Yes <input checked="" type="checkbox"/>
Certified Minority Business Enterprise Certification	Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
Firm’s Understanding and Approach to the Work	Yes <input checked="" type="checkbox"/>
Willingness to meet time and budget requirements	Yes <input checked="" type="checkbox"/>
Recent, current, and projected workloads of the firm	Yes <input checked="" type="checkbox"/>
Attachment A - Contact Information Form	Yes <input checked="" type="checkbox"/>
Attachment B - Non-Collusive Affidavit	Yes <input checked="" type="checkbox"/>
Attachment C - Proposer’s Completed Qualification Statement	Yes <input checked="" type="checkbox"/>
Attachment F - References Form	Yes <input checked="" 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 checked="" type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input checked="" type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input checked="" type="checkbox"/>
Local Vendor Preference Certification	Yes <input checked="" type="checkbox"/>
Local Business Tax Receipts	Yes <input checked="" type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input checked="" type="checkbox"/>
Equal Benefits Certification Form	Yes <input checked="" type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input checked="" type="checkbox"/>
Scrutinized Company Certification	Yes <input checked="" type="checkbox"/>

3

4

6

Supplier: **Hillers Electrical Engineering**



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Owner**,
(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 **Paul Hillers**

Title **President**

Name of Company **Hillers Electrical Engineering, Inc.**

Supplier: Hillers Electrical Engineering



City of Pembroke Pines

Attachment C

PROPOSER'S QUALIFICATIONS STATEMENT

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

PROPOSER'S Name and Principal Address:

**Hillers Electrical Engineering, Inc.
23257 State Road 7, Suite 100
Boca Raton, FL 33428**

PROPOSER'S License Number: **CA6877**

(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business **25**

State the number of years your firm has been in business under your present business name **25**

State the number of years your firm has been in business in the work specific to this solicitation: **25**

Names and titles of all officers, partners or individuals doing business under trade name:

**Paul Hillers, President
Tom Doran, Vice President**

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.

N/A

At what address was that business located?

N/A

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

We are not a contractor. We only hold professional, commercial general, auto, and workers compensation liability insurance.

Have you ever failed to complete work awarded to you. If so, when, where and why?

No

Have you personally inspected the proposed WORK and do you have a complete plan for

its performance?

N/A

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).

No

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.

N/A

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).

N/A

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.

N/A

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.

N/A

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.

Original Provider

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No

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

For the last 11 years, we have held the Professional Services contract for Electrical, Instrumentation & Telemetry Engineering Services for the Palm Beach County Water Utilities Department. We also hold the contract for Professional Consulting Services on Continuing Contract Basis for the Village of Wellington, City of West Palm Beach, and the City of Pompano

Beach. Hiller's also provide electrical, instrumentation & control design and construction services to many municipalities throughout South Florida.

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.

Hillers Electrical Engineering, Inc.
(Company Name)

Paul Hillers
(Printed Name/Signature)

Supplier: Hillers Electrical Engineering**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: **Broward County Water & Wastewater**

Address: **2555 West Copans Road**

City/State/Zip: **Pompano Beach, FL 33069**

Contact Name: **Mark Darmanin, P.E.** Title: **Director of Water & Wastewater Operations**

E-Mail Address: **mdarmanin@broward.org**

Telephone: **954.831.0810** Fax: **954.831.0789**

Project Information:

Name of Contractor Performing the work: **Hillers Electrical Engineering, Inc.**

Name and location of the project: **Broward County NRWTP Biogas Energy Project
Pompano Beach, FL**

Nature of the firm's responsibility on the project: **Provided electrical, instrumentation and control and construction services, programming, and arc flash study.**

Project duration: **50 months** Completion (Anticipated) Date: **11/2016**

Size of project: **N/A** Cost of project: **\$478,285.79**

Work for which staff was responsible: **Designed renewable source generator interconnect with utility power source. Designed new Fat, Oil and Grease(FOG) Receiving and Dosing System. Reviewed shop drawings, RFI, inspections, programmed PLC's and HMI's, start-up and training.**

Contract Type: **Lump Sum**

The results/deliverables of the project: **On-time/within budget**

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: **City of Lake Worth**

Address: **301 College Street**

City/State/Zip: **Lake Worth, FL 33460**

Contact Name: **Brian Shields, P.E.** Title: **Water Utilities Director**

E-Mail Address: **bshields@lakeworth.org**

Telephone: **561.586.1675** Fax: **unknown**

Project Information:

Name of Contractor Performing the work: **Hillers Electrical Engineering, Inc.**

Name and location of the project: **Lake Worth WTP Generator Interconnect and Miscellaneous Electrical Improvements
Lake Worth, FL**

Nature of the firm's responsibility on the project: **Provided electrical engineering design and bidding services.**

Project duration: **6 months** Completion (Anticipated) Date: **4/2019**

Size of project: **N/A** Cost of project: **\$20,025**

Work for which staff was responsible: **Expanded existing fire alarm, designed switchgear interconnection between two Plant electrical services to improve reliability, repowered distribution pumps and bidding services.**

Contract Type: **Lump Sum**

The results/deliverables of the project: **On-time/within budget**

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: **Palm Beach County Water Utilities Dept.**

Address: **8100 Forest Hill Blvd.**

City/State/Zip: **West Palm Beach, FL 33413**

Contact Name: **Craig Irwin, P.E.** Title: **Project Manager**

E-Mail Address: **cirwin@pbewater.com**

Telephone: **561.493.6024** Fax: **561.493.6008**

Project Information:

Name of Contractor Performing the work: **Hillers Electrical Engineering, Inc.**

Name and location of the project: **SRWRF Headworks and Effluent Transfer Pumping Improvements
Boynton Beach, FL**

Nature of the firm's responsibility on the project: **Provided electrical, instrumentation and control design and construction services.**

Project duration: **33 months** Completion (Anticipated) Date: **6/2019**

Size of project: **N/A** Cost of project: **\$335,880**

Work for which staff was responsible: **Upgraded existing electrical service, replacement of Headworks screening equipment, explosive gas sensors and analytical instruments, bidding services, shop drawing review, RFI, inspections and start-up.**

Contract Type: **Lump Sum/Not-to-exceed**

The results/deliverables of the project: **Currently on-time/within budget**

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: **South Florida Water Management District**

Address: **3301 Gun Club Road**

City/State/Zip: **West Palm Beach, FL 33406**

Contact Name: **Northon Jocelyn, P.E.** Title: **Project Manager**

E-Mail Address: **njocely@sfwmd.gov**

Telephone: **561.682.2593** Fax: **561.682.5133**

Project Information:

Name of Contractor Performing the work: **Hillers Electrical Engineering, Inc.**

Name and location of the project: **SFWMD S-5A Pump Station Re-Powering and Automation
Loxahatchee, FL**

Nature of the firm's responsibility on the project: **Provided electrical, instrumentation and control design and construction services.**

Project duration: **72 months** Completion (Anticipated) Date: **2023**

Size of project: **N/A** Cost of project: **\$1,844,208**

Work for which staff was responsible: **Design of electrical system replacement, automation of pumping systems, bid services, shop drawing review, RFI, inspections, witness Factory Testing, EDC, start-up and testing services.**

Contract Type: **Lump Sum/Not-to-exceed**

The results/deliverables of the project: **Currently on-time/ within budget**

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: **Village of Wellington**

Address: **12300 Forest Hill Blvd**

City/State/Zip: **Wellington, FL 33414**

Contact Name: **Shannon LaRocque, P.E.** Title: **Utility Director**

E-Mail Address: **slarocque@wellingtonfl.gov**

Telephone: **561.791.4008** Fax: **561.791.4045**

Project Information:

Name of Contractor Performing the work: **Hillers Electrical Engineering, Inc.**

Name and location of the project: **Wellington WRF Telemetry Backhaul Radio Upgrade
Wellington, FL**

Nature of the firm's responsibility on the project: **Provided electrical, instrumentation and control engineering and construction services.**

Project duration: **11 months** Completion (Anticipated) Date: **20/2018**

Size of project: **N/A** Cost of project: **\$27,582.18**

Work for which staff was responsible: **Design for the replacement of obsolete radios to improve communication reliability with collection & distribution systems. Provided bidding services, shop drawing review, RFI, and site visits.**

Contract Type: **Lump Sum**

The results/deliverables of the project: **On-time/within budget**

Hillers Electrical Engineering, Inc.
Final Rate Schedule September 2019

Employee Title	Max Hourly Rate \$/Hour
Principal Engineer/Project Director (PE)	\$195.00
Lead Engineer (PE)	\$180.00
Project Manager (PE)	\$181.67
Project Engineer (PE)	\$150.00
Programmer	\$130.50
Staff Engineer (EI)	\$115.00
CADD / Technician	\$121.67
Administrative Assistant	\$76.67
Senior Field Inspector	\$136.67
Construction Coordinator	\$114.00

Exhibit C
City of Pembroke Pines
Water and Wastewater Electrical Power Projects

<u>Project Number</u>	<u>Discription</u>	<u>Timeframe (submittal of CD's to City Building</u> <u>Department)</u>	<u>Order of Magnitude Project</u> <u>Cost</u>	<u>Professional Service</u> <u>Compensation*</u>	<u>Funding</u> <u>Year (FY)</u>
1	Water Treatment Plant (WTP)	December, 2019	\$ 1,690,000	\$ 135,200	19-20
2	WTP High Service Pump Station	December, 2021	\$ 1,350,000	\$ 108,000	21-22
3	Wastewater Treatment Plant	December, 2020	\$ 1,710,000	\$ 119,700	20-21
4	Wastewater Treatment Plant I&C	December, 2020	\$ 500,000	\$ 35,000	20-21
5	WWTP Effluent Pump Station	Summer, 2019	\$ 840,000	\$ 67,200	18-19
6	Holly Lake Water Booster Pumping Station	2022-2023**	\$ 650,000	\$ 52,000	22-23
7	Academic Villlage Water Booster Pumping Station	2022-2023**	\$ 650,000	\$ 52,000	22-23
8	WWTP Master Pump Stations (ea. TBD)	2024-2025**	\$ 300,000	\$ 30,000	24-25

* Preliminary Design Report, Construction Documents (CD's) and Assistance During Bidding. Excludes Services During Construction

** Subject to planning refinements

Hillers Electrical Engineering, Inc.
Final Rate Schedule September 2019

Employee Title	Max Hourly Rate \$/Hour
Principal Engineer/Project Director (PE)	\$195.00
Lead Engineer (PE)	\$180.00
Project Manager (PE)	\$181.67
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Senior Field Inspector	\$136.67
Construction Coordinator	\$114.00



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 1.

File ID: 19-0914

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda
Section:

In Control: City Commission

File Created: 07/25/2019

Short Title: Power Electrical Engineering Services

Final Action: 11/13/2019

Title: MOTION TO APPROVE THE NEGOTIATED CONTINUING CONTRACT WITH HILLERS ELECTRICAL ENGINEERING, INC., PURSUANT TO THE AWARD OF PSUT-19-01 "POWER ELECTRICAL ENGINEERING SERVICES FOR THE UTILITIES DIVISION", IN ACCORDANCE WITH FLORIDA STATUTE 287.055, CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA), FOR AN INITIAL THREE (3) YEAR PERIOD AND FOR AN ANNUAL AMOUNT NOT TO EXCEED \$225,000.

*Agenda Date: 11/13/2019

Agenda Number: 1.

Internal Notes:

Attachments: 1. CAO Memo - CCNA Compliance, 2. Power Electrical Engineering - Agreement (Vendor Executed), 3. Exhibit A -RFQ # PSUT-19-01, 4. Exhibit B - Contractor's Submittal, 5. 8-21-19 Commission Approval

1	City Commission	11/13/2019	approve	Pass
Action Text: A motion was made by Commissioner Good, Jr., seconded by Vice Mayor Siple, to approve Item 1. The motion carried by the following vote:				
Aye: - 5 Mayor Ortis, Commissioner Castillo, Vice Mayor Siple, Commissioner Good Jr., and Commissioner Schwartz				
Nay: - 0				

SUMMARY EXPLANATION AND BACKGROUND:

1. On April 3, 2019, the City Commission authorized the advertisement of PSUT-19-01 "Power Electrical Engineering Services for the Utilities Division", which was advertised on April 9, 2019.

2. The purpose of this solicitation was to establish a "continuing contract," as defined by Florida Statute 287.055(2)(g), with the most highly qualified firm to serve in the capacity of Power Electrical Engineers for the Utilities Division.

3. Florida Statute 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 cost 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.

4. On August 21, 2019, the City Commission approved the findings and recommendation of the evaluation committee and awarded PSUT-19-01 "Power Electrical Engineering Services for the Utilities Division", to Hillers Electrical Engineering, Inc., and directed the City Manager to negotiate a contract for services.

5. City Staff was able to negotiate a contract with rates, which staff determines are fair, competitive and reasonable.

6. In making such determination, the City's Administrative Staff has conducted a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity.

7. Pursuant to the agreement, the Utilities Division may request Hillers Electrical Engineering, Inc. from time to time, on an as needed basis, specific Power Electrical Engineering Services. These requests will describe the scope of work, desired time frame for its completion and the method of payment to be used, lump sum or time and materials. Upon receipt of these requests, Hillers Electrical Engineering, Inc. shall timely review the scope of work and schedule described in each request and provide the Utilities Division 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 Hillers Electrical Engineering, Inc. regarding the scope, schedule and fee, the City will issue an amendment to the original Agreement or a work order in a form approved by the City authorizing Hillers Electrical Engineering, Inc. to do the work.

8. The City Attorney's Office has reviewed the PSUT-19-01 procurement process for compliance with Section 287.055, F.S., the Consultants Competitive Negotiation Act ("CCNA") and has provided their legal opinion, PSUT-19-01 legally complies with the requirements of the CCNA. Attached to the agenda is a copy of the City Attorney's memorandum.

9. Request City Commission to approve the negotiated continuing contract with Hillers Electrical Engineering, Inc., pursuant to the award of PSUT-19-01 "Power Electrical Engineering Services for the Utilities Division," in accordance with Florida Statute 287.055,

Consultant's Competitive Negotiation Act (CCNA), for an initial three (3) year period and for an annual amount not to exceed \$225,000.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$225,000
- b) **Amount budgeted for this item in Account No:** Funds are available in account # 471-535-6022-31100 (Professional Services - Engineering) and account # 471-533-6031-31100 (Professional Services - Engineering).
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:**

	2019-20 FY	2020-21 FY	2021-22 FY	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$225,000	\$225,000	\$225,000	\$0	\$0
Net Cost	\$225,000	\$225,000	\$225,000	\$0	\$0

- e) **Detail of additional staff requirements:** Not Applicable.

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

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

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607		CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 E-MAIL ADDRESS: FAX (A/C, No):															
INSURED Hillers Electrical Engineering, Inc. 23257 State Road 7, Suite 100 Boca Raton, FL 33428		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C : Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER D : Liberty Insurance Underwriters, Inc.</td> <td>19917</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Phoenix Insurance Company	25623	INSURER B : Travelers Indemnity Company	25658	INSURER C : Travelers Casualty and Surety Company	19038	INSURER D : Liberty Insurance Underwriters, Inc.	19917	INSURER E :		INSURER F :	
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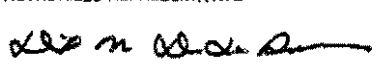
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6800J840102	05/12/2019	05/12/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA6E220998	05/09/2019	05/09/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000	X	X	CUP0123T314	05/12/2019	05/12/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB5K034370	05/12/2019	05/12/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			AEXNYABA17B002	05/12/2019	05/12/2020	\$3,000,000 per Claim \$3,000,000 Annl Aggr.

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

Professional Liability coverage is written on a claims-made basis.
 RE: Pembroke Pines Continuing Professional Services Agreement.
 The General Liability, Automobile Liability and Umbrella Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to The City of Pembroke Pines, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the (See Attached Descriptions)

CERTIFICATE HOLDER City of Pembroke Pines 801 City Center Way Hollywood, FL 33025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

named insured. The General Liability, Automobile Liability and Umbrella Liability policies contain a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.