



**PROFESSIONAL SERVICES AGREEMENT**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, **2018**, 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

**Calvin, Giordano & Associates, Inc.**, a **Corporation**, authorized to do business in the State of Florida, with a business address of **1800 Eller Drive Suite #600, Fort Lauderdale, FL 33316**, (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

**R E C I T A L S:**

**WHEREAS**, the CITY is in the preliminary stage of improving the Pembroke Pines Water Treatment Plant; and,

**WHEREAS**, the CITY desires to engage a CONSULTANT to provide Water Treatment Plant Miscellaneous Improvement Project; and,

**WHEREAS**, on **September 17<sup>th</sup>, 2018**, the City Commission approved the findings and recommendation of the evaluation committee for **PSEN-18-02 "Professional Service Providers (Architectural, Engineering, Surveying & Mapping)"** and approved **35** firms to be used in the pool of professional service providers in no particular order, based on the **ten** separate professional service disciplines and in accordance with the Consultant's Competitive Negotiation Act (CCNA - Florida Statute 287.055); and,

**WHEREAS**, the CITY has evaluated the current statements of qualifications and performance data on file for the pre-qualified pool of professional services providers, regarding the proposed project and has conducted discussions with no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services; and,

**WHEREAS**, the CITY has selected no fewer than three firms, in order of preference, that were deemed to be the most highly qualified to perform the required services; and,

**WHEREAS**, in determining whether a firm is qualified, the CITY considered such factors as the ability of professional personnel, past performance, willingness to meet time and budget requirements, location, recent, current, and projected workloads of the firms; and 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; and,



**WHEREAS**, these are specialized and intricate areas of expertise requiring specific knowledge and skill; and,

**WHEREAS**, CONSULTANT possesses specific knowledge, skills, abilities, experiences, and expertise in the required areas that would particularly benefit CITY; and,

**WHEREAS**, CONSULTANT maintains all required licenses necessary to perform the services required by this Agreement; and,

**WHEREAS**, the CITY has negotiated a contract with CONSULTANT for professional services at compensation which the City determines is fair, competitive and reasonable; and,

**WHEREAS**, on **January 16<sup>th</sup>, 2019**, the City Commission awarded CONSULTANT for the **Water Treatment Plant Miscellaneous Improvement Project**; and,

**WHEREAS**, CITY desires to employ CONSULTANT to perform the services required herein for the CITY.

#### **W I T N E S S E T H:**

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

#### **ARTICLE 1** **PREAMBLE**

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

#### **ARTICLE 2** **SERVICES AND RESPONSIBILITIES**

2.1 CONSULTANT hereby agrees to perform the services for the **Pembroke Pines Water Treatment Plant Improvement** project, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, 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 and ethical guidelines established by their profession. If within one (1) 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 The relationship between CITY and CONSULTANT created hereunder and the services to be provided by CONSULTANT pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other consultants to perform the same or similar services performed by CONSULTANT hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to CONSULTANT while CONSULTANT is so engaged without first terminating such assignment. CONSULTANT shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the City of Pembroke Pines, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by CONSULTANT hereunder.

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

### **ARTICLE 3**

#### **TERM AND TERMINATION**

3.1 CONSULTANT shall perform the services identified in Article 2 within the time frame set forth in **Exhibit "A"** and set forth below:

FDEP Permit by April 1, 2019  
Bid Documents by May 1, 2019

Minor adjustments to the timetable for completion approved by City Manager in advance, in writing, will not constitute non-performance by CONSULTANT per this Agreement.

3.2 This Agreement may be terminated by either party for cause, or by either party for convenience, upon **Seven (7) 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, 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.

3.3 CONSULTANT shall perform the services as identified in **Exhibit "A"** attached hereto and made part hereof.

### **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. The compensation shall not exceed **ONE HUNDRED SIXTY NINE THOUSAND NINE HUNDRED AND NINETY DOLLARS (\$169,990.00)**.

4.2 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.

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

4.4 Payment will be made to CONSULTANT at:

**Calvin, Giordano & Associates, Inc.  
Attn: Christopher Giordano  
1800 Eller Drive, Suite #600,  
Fort Lauderdale, FL 33316**

## **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 Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. 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, 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 work which has not been described in a separate written agreement executed by the parties hereto.

## **ARTICLE 6**

### **INDEMNIFICATION**

6.1 CONSULTANT shall indemnify and hold 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.



6.2 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.

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 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.

## **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 attorney's 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 hold 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 his



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 Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation or the CONSULTANT shall obtain written agreement from its Agent to provide the CITY thirty (30) days' notice of cancellation.

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, then in that event, 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 not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

#### 7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.**





7.6.2 Worker's 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 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 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.

7.6.3 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

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

## 7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 7.7.1 Waiver of all Rights of Subrogation against the CITY
- 7.7.3 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" 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 CONSULTANT 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.

7.9 Any 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.

7.10 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.

## **ARTICLE 8**

### **INDEPENDENT CONSULTANT**

8.1 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 consultant 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 9**

### **VENUE**

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. Venue for actions arising out of this agreement shall be Broward County, Florida.





**ARTICLE 10**  
**PUBLIC RECORDS**

10.1 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:

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

10.1.2 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;

10.1.3 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

10.1.4 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.

10.2 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.

**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, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33026  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**



## **ARTICLE 11**

### **MISCELLANEOUS**

11.1 **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.

11.2 **Records.** CONSULTANT shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

11.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

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

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

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

CITY	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040
Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923
CONSULTANT	<b>David Stambaugh, P.E.</b> <b>Calvin, Giordano &amp; Associates, Inc.</b> <b>1800 Eller Drive Suite #600,</b> <b>Fort Lauderdale, FL 33316</b>
E-mail:	<b>Dstambaugh@CGAsolutions.com</b> <b>Telephone No: (954) 766-2723</b> <b>Facsimile No: (954) 921-8807</b>

11.6 **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.

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

11.8 **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.

11.9 **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.



11.10 **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.

11.11 **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.

11.12 **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.

11.13 **Third Parties.** 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.

11.14 **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 ARE SATISFIED.**

11.15 **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 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:

11.15.1 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 s. 215.4725 or is engaged in a boycott of Israel; or

11.15.2 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:

11.15.2.1 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 s. 215.473; or

11.15.2.2 Is engaged in business operations in Syria.

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**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:**

**Calvin, Giordano & Associates, Inc.**

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 **Calvin, Giordano & Associates, Inc.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **Calvin, Giordano & Associates, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)





# **Memorandum of Understanding For Design Services for the Pembroke Pines WTP Miscellaneous Improvement City of Pembroke Pines**

**Project:** Pembroke Pines WTP Improvements      **Date:** January 4, 2018  
 2018-2019  
**Project Number:** 91-0134.14

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In response to the City of Pembroke Pines' (CITY) request, Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this Memorandum of Understanding (MOU) to identify the overall project scope and to outline the specific scope of professional services and associated fees being proposed by CGA in connection with development and production of Construction Documents (CD's) for the improvements to be completed at the CITY's Water Treatment Plant (WTP). The scope of work proposed under this MOU shall generally include civil, mechanical, electrical, structural, and instrumentation engineering design services associated with the proposed improvements to the CITY's WTP, as well as permitting assistance, subsequent bid phase and construction phase services as outlined herein.

## **BACKGROUND**

The intent of this scope of work is to prepare bid documents to allow the CITY to solicit competitive bids from qualified contractors and to provide CD's to the successful bidder to implement the proposed civil, mechanical, electrical, structural and instrumentation engineering improvements.

The services offered by CGA under this MOU generally consist of design, permitting, and bidding phase assistance services. CGA shall execute Professional Services Agreements (PSA's) with Hillers Electrical Engineering, Inc. (HEE) for the electrical and instrumentation engineering services, Lakdas Yohalem Engineering, Inc. (LYE) for the structural engineering services, and Bloodhound, LLC. for subsurface utility engineering services. The Scope of Professional Services to be provided under this MOU and the associated fees are detailed in the following pages.

## **PROJECT SCOPE**

The general scope of work to be completed by the Contractor in association with this project consists of the following:

1. Sewer Pump Station No. 182 Rehabilitation  
 The Pump Station No. 182, located inside the WTP premises next to the Operator Building, houses two (2) vertical non-clog pumps that pump the effluent water received from the Ion Exchange (IX) Brine Waste System and sanitary sewer from normal WTP operations. Pump Station No. 182 currently discharges through a 4-inch diameter force main that connects to an existing 30-inch diameter force main that is located in the parking lot adjacent to the WTP control building.
  - a. The anticipated scope of work shall include the replacement of the existing wet well mounted vertical non-clog pumps, and the pump suction and discharge piping system.
  - b. Evaluate alternate options for well mounted vertical non-clog pumps manufacturer following CITY's requirements.



- c. The existing control panel for Pump Station No. 182 shall be replaced.
  - d. The electrical and instrumentation design shall include new variable frequency drives (VFD) for the pumps.
  - e. The instrumentation design shall also include new level sensors in wetwell to allow better control of pump operation.
  - f. SCADA modifications will also be provided to allow monitoring of the Pump Station No. 182.
2. Air Scour Backwash Filtration Addition
- The CITY has identified an enhanced air scouring system to improve the effectiveness and efficiency of the backwashing process for the existing sand filtration units. It is assumed that the CITY has approved the sole source of the Aries Managed Air System.
- a. The scope of work shall include the installation of a new air scouring system blower and one (1) additional blower for redundancy on the east side of the WTP near the electrical building.
  - b. The design associated with the installation of associated valves and air supply piping for the proper operation of the new air scouring system, including support system, shall be provided.
  - c. The scope of work shall include electrical and instrumentation engineering design improvements associated with the installation of the new air scouring system including all conduits and cables.
  - d. Modification to the existing backwash operation is anticipated by removing the surface wash system and implementing a new air scour system for all the filters.
  - e. The modifications include SCADA monitoring and controls signals.

The general services offered by CGA under this MOU are design services and bid-phase assistance. CGA recognizes some synergies that shall be performed to complete all before mentioned outlined items. The Scope of Professional Services to be provided under this MOU and the associated fees are detailed in the following pages.

## **SCOPE OF SERVICES**

### **Services by CGA:**

The following tasks shall be executed by Calvin, Giordano & Associates, Inc. under this agreement:

- **Task 100: Due Diligence**
- **Task 200: 70% Design**
- **Task 300: 100% Final Design**
- **Task 400: Bidding Services**
- **Task 500: Engineering Services During Construction**

CGA understands that time is of the essence, and, consequently, shall make every effort to perform this work in an expeditious manner, whenever possible. The specific work to be completed under each of the above-captioned tasks is detailed as follows:

### **Task 100 – Due Diligence**

CGA will perform due diligence to obtain the required information to complete the design. These services will include:



1. Review site pictures, water influent and quality data, record drawings, and other CITY records.
2. Review equipment manufacturer's drawings and specifications.
3. Contact manufacturers and arrange site visits as necessary to coordinate the proposed improvements. Two (2) site visits are assumed for this task.

### **Task 200 – Preparation and Development of Plans and Specifications – 70% Design**

CGA will prepare preliminary plans and technical specifications as a single package for the Project. These services will include:

1. Preparation of civil, mechanical, structural, electrical, and instrumentation and control drawings for the Project. Drawings will be prepared in AutoCAD format using 24x36 format. The design will incorporate applicable CGA and CITY standards whenever possible. All drawing submittals will be provided in digital (.pdf) format.
2. Preparation of technical specifications using CGA and CITY standard requirements as applicable. The specifications will be provided in .pdf format. The CITY shall provide its latest front-end documents, and CGA shall modify and incorporate them into the bid package.
3. Preparation of an Engineers Opinion of Probable Construction Costs at the 70% Design submittal milestone and will update it at each subsequent submittal milestone.
4. Attendance at a meeting with the CITY to review and discuss the documents and to address any outstanding comments or concerns. Upon completion of the meeting and receipt of the CITY's plan review comments, CGA shall prepare meeting minutes and progress to the 70% Design task as outlined below. It is assumed that the City will provide review comments within five (5) days of receiving the plans and specifications submittal.
5. All work shall be in accordance with all currently applicable local, state, and federal rules, regulations, and design standards including, but not limited to: CITY, USEPA, FDEP, OSHA, NEC, IC and NFPA.

#### Deliverables:

- 70% Preliminary Design Package (one electronic (pdf) copy), including:
  - Preliminary Drawings,
  - Technical Specifications
  - Engineers Opinion of Probable Construction Costs.
- Attendance at plan review meeting with CITY.

### **Task 300 – Preparation and Development of Final Design – 100% Design**

CGA will prepare final plans and technical specifications as a single package for the Project. These services will include:

1. Incorporation of the CITY's 70% Design Review comments into the documents and development of the civil, mechanical, structural, electrical, and instrumentation and controls drawings to (final) Bid Drawings for the Project. Drawings will be prepared in AutoCAD format using 24x36 format. The design will incorporate applicable CGA and CITY standards whenever possible. All drawing submittals will be provided in both hardcopy (24" x36") and digital (.pdf) formats.
2. Incorporation of the CITY's 70% Design Review comments into the technical specifications, and shall develop the specifications to Final Documents for the Project.
3. Updating of the Engineers Opinion of Probable Construction Costs.
4. Attendance at a meeting with the CITY to review and discuss the documents and to address any outstanding comments or concerns. Upon completion of the meeting and receipt of the



CITY's plan review comments, CGA shall prepare meeting minutes, address any remaining concerns resulting from the meeting, and provide final signed and sealed Bid Documents (letter size specifications and 24"x36" drawings). It is assumed that the City will provide review comments within five (5) days of receiving the plans and specifications submittal.

5. All work shall be in accordance with all currently applicable local, state and federal rules, regulations and design standards including, but not limited to: CITY, USEPA, FDEP, OSHA, NEC, IC and NFPA.
6. Geotechnical Investigation nor Topographical survey are included in this scope of work nor this service anticipated to be required to complete the design.

Deliverables:

- 100% Final Design Package (in both hardcopy (24"x36") and digital (.pdf) formats), including Final Drawings, Technical Specifications, and Engineers Opinion of Probable Construction Costs.

**Task 400 – Bidding Services**

CGA will provide bidding services to the CITY for a single construction contract:

1. Conduct and attend pre-bid conference, prepare and provide meeting minutes. An electronic copy of meeting minutes will be submitted to CITY in PDF format for review and approval. Responses to pre-bid conference questions will be in the form of addenda issued to CITY for review and approval.
2. Prepare addenda addressing additions, deletions, modifications, or interpretations to the contract documents. Issuance of one addendum is assumed.

**Task 500 – Engineering Services During Construction**

CGA will provide construction services to the CITY for a single construction contract:

1. Review shop drawings and respond request for information (RFI) for conformance with the design criteria.
2. Prepare record drawings based on the Contractor's as-builts and CITY's Inspector recommendation.
3. Observe and record all observation testing (leakage/pressure test, soil compaction testing, etc.). A total of six (6) site visits are assumed for this tasks.
4. Conduct one (1) substantial completion field observations site visit, submit punchlist.
5. Conduct one (1) final completion field observations site visit to confirm that the Contractor's completed work is in general accordance with the Contract Documents and that all previously issued punchlist items have been addressed by the Contractor. Submit final punchlist.
6. Participate in start-up/commissioning period, a total of two (2) trips are assumed for this task.
7. Prepare and submit the permit close out application to the Florida Department of Health (FDEP). Any fees associated with this application will be covered by the CITY.

Assumptions:

- The Engineer(s) will not attend any construction progress meetings, if Engineers participation is needed it will require an approved agreement.
- CITY will conduct inspections for compliance with plans and specification.
- CITY will review and approve change orders.

**Information to be provided by the Client:**

- CITY will provide existing electronic CAD files of the plant process equipment, if available.



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- CITY will provide front end documents for modification and incorporation into the CD's.

#### Services not included on this MOU:

- Topographical Survey
- Geotechnical Investigation

#### FEES

The table below gives the hourly breakdown for the subject professional basic services; lump sum, not-to-exceed the total of **\$169,990.00**. It is assumed that all items outlined on the specific scope of work will be executed.

	Director	Project Mgr	Engineer	Sr CAD Tech Manager	Constructio n Mng Director	Sub-Totals		Sub-Consultants			Totals
Task	\$175	\$150	\$110	\$115	\$135			Electrical Eng.	Structural Eng.	Blood Hound	
100	0	44	0	0	0	44	\$6,600.00	\$1,500.00	\$400.00		\$8,500.00
200	12	240	4	70	4	330	\$47,130.00	\$22,500.00	\$2,000.00		\$71,630.00
300	17	100	2	29	3	151	\$21,935.00	\$16,200.00	\$700.00	\$8,000.00	\$46,835.00
400	2	10	4	4	0	20	\$2,750.00	\$1,100.00	\$200.00		\$4,050.00
500	3	113	0	20	0	136	\$19,775.00	\$17,700.00	\$1,500.00		\$38,975.00
<b>Total Labor</b>	34	507	10	123	7	<b>681</b>					
<b>Total Cost</b>	\$5,950.00	\$76,050.00	\$1,100.00	\$14,145.00	\$945.00		<b>\$98,190.00</b>	\$59,000.00	\$4,800.00	\$8,000.00	<b>\$169,990.00</b>
<b>TOTAL PROJECT COST (BASIC SERVICES)</b>											<b>\$169,990.00</b>