



**FIRST AMENDMENT TO THE CONTINUING SERVICES AGREEMENT FOR
ARCHITECTURAL AND ENGINEERING SERVICES FOR THE RECREATION AND
CULTURAL ARTS DEPARTMENT.**

THIS AGREEMENT, dated this 22 day of January 2018, 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

BERMELLO, AJAMIL & PARTNERS, INC., a Florida corporation authorized to do business in the State of Florida, with a business address of **2601 South Bayshore Drive, Suite #1000, Miami, FL 33133**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, On June 26, 2018, the City advertised its Request for Qualifications the CITY advertised its request for qualifications (hereinafter, "RFQ") which set forth the CITY'S desire to hire a CONSULTANT to provide architectural and engineering services for the Recreation and Cultural Arts Department.; and,

WHEREAS, on October 3, 2018 the CITY and CONTRACTOR entered into the Original Agreement to provide to architectural and engineering services for the Recreation and Cultural Arts Department, for an initial period commencing on October 3, 2018 and remaining in effect through September 30, 2020 for an amount not to exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000); and,

WHEREAS, the Parties want to increase the contract amount to cover the proposed costs to provide engineering and project management services for the Academic Village pool renovation project, and;

WHEREAS, to date the Parties desire to amend the terms of their contractual relationship as set forth herein.

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 follows:



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

SECTION 2. Section 4.1 is hereby deleted in its entirety and replaced as follows:

4.1 CITY agrees to compensate CONSULTANT per the amounts agreed to in each Statement of Work or by the rates established in **Exhibit "A"** for miscellaneous services required. The annual amount shall not exceed FIFTY-THREE THOUSAND DOLLARS and NO CENTS (\$53,000) unless otherwise approved by City Commission. The annual amount shall apply to the fiscal year beginning on October 1st of each year the agreement is in effect.

SECTION 3. 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 amendment shall control to the extent of any such conflict or ambiguity.

SECTION 4. 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 5. Each Exhibit referred to in the Original Agreement, except as repealed herein, 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.

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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.

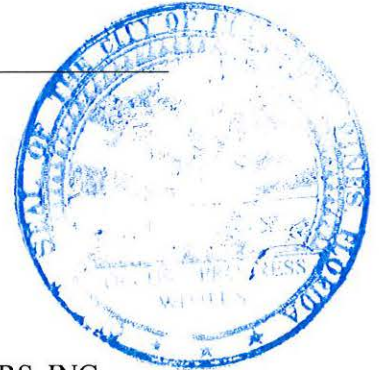
ATTEST:

CITY:

Marlene D. Graham
MARLENE D. GRAHAM,
CITY CLERK 1/22/19

CITY OF PEMBROKE PINES

BY: *Charles F. Dodge*
CHARLES F. DODGE
CITY MANAGER



APPROVED AS TO FORM

DTC
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

BERMELLO, AJAMIL & PARTNERS, INC.

WITNESSES

Kirk J. Olney
KIRK J. OLNEY
Print Name

Tania Nuno
Tania Nuno
Print Name

BY: *Randy Hainingworth*

Print Name: RANDY HAININGWORTH

Title: VICE PRESIDENT

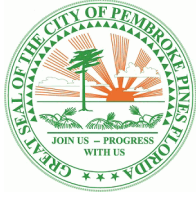
STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared RANDY HAININGWORTH as VICE PRESIDENT of BERMELLO, AJAMIL & PARTNERS, INC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of BERMELLO, AJAMIL & PARTNERS, 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 3RD day of JANUARY, 2019.

Loures E. Thurow
NOTARY PUBLIC

(Name of Notary Public, Printed, Stamped)
LOURDES E THUROW
MY COMMISSION # GG 095504
EXPIRES 12/31/2018
Bonded Thru Budget Notary Services



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number:

File ID: 19-0002

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 12/18/2018

Short Title: ADD-1 to Consent Agenda: First Amendment to
Agreement with Barmello Ajamil & Partners

Final Action: 12/19/2018

Title: [ADDENDUM-1 TO CONSENT AGENDA]: MOTION TO APPROVE THE
FIRST AMENDMENT TO THE AGREEMENT WITH BERMELO AJAMIL &
PARTNERS, INC. FOR PARKS ARCHITECTURAL AND ENGINEERING
SERVICES TO ALLOW FOR AN INCREASE IN THE AGREEMENT FROM
\$35,000 TO \$53,000 FOR THE PROPOSED COSTS FOR ENGINEERING
AND PROJECT MANAGEMENT SERVICES ASSOCIATED WITH THE
ACADEMIC VILLAGE POOL RENOVATION PROJECT

***Agenda Date:** 12/19/2018

Agenda Number:

Internal Notes:

Attachments: 1. First Amendment to BPA Continuing Services Agreement, 2. PP Academic Village Swim Pool Repairs BAP Proposal, 3. Commission approval of original agreement, 4. Continuing Services Agreement

1 City Commission 12/19/2018 approve

Action Text: Prior to the vote being taken, City Attorney Goren said the numbering for ADD-1 to the Consent Agenda could be changed to Item 11(A) of the Consent Agenda.

A motion was made by Vice Mayor Good, Jr., seconded by Commissioner Siple, to approve Addendum Item 11(A) for discussion.

1 City Commission 12/19/2018 approve a substitute
motion

Fail

Action Text: Vice Mayor Good, seconded by Commissioner Castillo, made a motion to defer the item to the next commission meeting to have a better opportunity to vet the contract and the project that this is following the proper procurement protocols.

No action was taken on the motion to defer.

Ms. Sorensen said she was given a work order directive of \$53,000.

Commissioner Schwartz asked for a contingency in lieu of a deferral.

A motion was made by Vice Mayor Good, Jr., seconded by Commissioner Schwartz, to approve a substitute motion to authorize the contract to be executed up to \$35,000 to cover as many tasks as possible and make sure the City is within procurement protocols.

City Attorney said the Vice Mayor's motion is legally valid, but operationally can staff implement the project based on \$35,000 by mixing and matching the tasks? The motion failed by the following vote:

Aye: - 1 Vice Mayor Good Jr.

Nay: - 4 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, and Commissioner Siple

1 City Commission 12/19/2018 approve

Pass

Action Text: A motion was made by Commissioner Castillo, seconded by Commissioner Siple, to approve the original motion to approve the First Amendment to the Agreement with Bermello Ajamil & Partners, to allow for an increase in the agreement from \$35,000 to \$53,000. The motion carried by the following vote:

Aye: - 3 Mayor Ortis, Commissioner Castillo, and Commissioner Siple

Nay: - 2 Commissioner Schwartz, and Vice Mayor Good Jr.

[ADDENDUM-1 TO CONSENT AGENDA]: MOTION TO APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH BERMELLO AJAMIL & PARTNERS, INC. FOR PARKS ARCHITECTURAL AND ENGINEERING SERVICES TO ALLOW FOR AN INCREASE IN THE AGREEMENT FROM \$35,000 TO \$53,000 FOR THE PROPOSED COSTS FOR ENGINEERING AND PROJECT MANAGEMENT SERVICES ASSOCIATED WITH THE ACADEMIC VILLAGE POOL RENOVATION PROJECT

SUMMARY EXPLANATION AND BACKGROUND:

1. On October 3, 2018, the City Commission approved the execution of the agreement with Bermello Ajamil & Partners, Inc. (BAP) for RE-18-10 "Parks Architectural and Engineering Services for an annual cost not to exceed \$35,000.
2. For Fiscal Year 2018-2019, the Recreation and Cultural Arts Department has budgeted \$500,000 to complete the renovation of the Academic Village Pool. The pool was constructed with a Myrtha pool liner over 20 years ago. The pool liner needs to be replaced as it is torn in some places and leaking water. Below is the proposed scope of work to complete this renovation:
 - A. Remove existing PVC pool membrane.
 - B. Remove existing deck drains on perimeter of the pool and install commercial deck drains. This shall include removing and replacing all affected/impacted existing concrete pavers.
 - C. Add new PVC membrane on pool walls and gutters according to manufacturer's specifications.
 - D. Apply new PVC membrane to entire floor surface according to manufacturer's specifications.
 - E. New liquid applied race line markings and wall targets. Eight (8) long course lanes and 16 targets and 20 short course lanes and 40 targets.
 - F. Add new lane line anchors where there are currently after-market anchors installed.
 - G. Add ten (10) new anchors for competition starting blocks on the northeast end of the pool for short course competition.
 - H. Block off/cap/plate and seal the twenty (20) existing pool lights that penetrate the pool membrane.

In addition the Recreation and Cultural Arts Department is requesting alternate improvements for vendors to provide pricing for consideration

- A. Abandon the current floor return system and install a wall return system.
- B. Provide 10 new competition starting blocks (starting block specification to follow)
- C. Remove the 3M diving board and repair the pool deck; sandblast and paint existing 1M diving board
- D. Install new composite grate for the "pit" area
- E. Install new permanent shade structures in lieu of the current temporary structures.

3. Attached to this agenda is the proposed scope of work necessary for BAP to assist with this renovation project. The proposal is broken down into two parts. Part 1 is for BAP to assist with

preparing the bid documents and providing assistance during the bid process. The total cost for Part 1 is \$38,780. Part 2 is for BAP to assist with construction management. Total cost for Part 2 is \$12,460.

4. The total cost for BAP to provide architectural, engineering and management services to include \$1,000 in reimbursable expenses for the Academic Village Pool Renovation Project is \$52,240. The contract with BAP is for an amount not to exceed \$35,000.

5. The original contract was procured through Florida State Statute 287.055 "Consultants' Competitive Negotiation Act" as a continuing services agreement. Section (2)(g) of the Definitions Section of the statute defines continuing contracts as "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..."

6. Since the cost of the pool renovation project is under \$2 million, having BAP perform this work under their existing continuing services agreement is permitted.

7. Requesting Commission approve the First Amendment to the agreement with Bermello Ajamil & Partners, Inc. for Parks Architectural and Engineering Services increasing the contract from \$35,000 to \$53,000 to allow for the completion of services required for the Academic Village Pool renovation project.

Item has been reviewed by the Commission Auditor and approved for the Agenda.

FINANCIAL IMPACT DETAIL:

- a) Initial Cost:** \$53,000
- b) Amount budgeted for this item in Account No:** \$500,000 in 1-572-7001-63000
Improvements other than building
- c) Source of funding for difference, if not fully budgeted:** Not Applicable
- d) 5 year projection of the operational cost of the project:** Not Applicable
- e) Detail of additional staff requirements:** Not Applicable



**CONTINUING SERVICES AGREEMENT FOR ARCHITECTURAL AND ENGINEERING
SERVICES FOR THE RECREATION AND CULTURAL ARTS DEPARTMENT**

THIS AGREEMENT made and entered into on this 28th day of February, 2019, "nunc pro tunc" October 3, 2018, by and between:

CITY OF PEMBROKE PINES, FLORIDA, 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 "CITY"
and

BERMELLO, AJAMIL & PARTNERS, INC., a Florida corporation authorized to do business in the State of Florida, with a business address of **2601 South Bayshore Drive, Suite #1000, Miami, FL 33133**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to 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 **June 26, 2018**, the CITY advertised its **request for qualifications** (hereinafter, "RFQ") which set forth the CITY'S desire to hire a CONSULTANT to **provide architectural and engineering services for the Recreation and Cultural Arts Department**.

1.2 On **July 24, 2018**, the CITY opened **fourteen (14)** proposals and on **August 13, 2018**, CITY convened an evaluation committee to review and rank the **fourteen (14)** proposals. The committee ranked CONSULTANT **No. 1**. Thereafter, on **August 22, 2018**, 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 **October 3, 2018**, 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 **architectural and 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, 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 a Statement of Work 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 in **Exhibit "A"** and shall be in accordance with Florida Statute 287.055(5) regarding "Competitive Negotiation".

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 Statement of Work. 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 CITY agrees to compensate CONSULTANT per the amounts agreed to in each Statement of Work or by the rates established in **Exhibit "A"** for miscellaneous services required. The annual amount shall not exceed THIRTY FIVE THOUSAND DOLLARS and NO CENTS (\$35,000) unless otherwise approved by City Commission. The annual amount shall apply to the fiscal year beginning on October 1st of each year the agreement is in effect.

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

4.4 Payment will be made to CONSULTANT at:

Bermello, Ajamil & Partners, Inc.
2601 South Bayshore Drive, Suite #1000
Miami, FL. 33133

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 Statement of Work, 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.

7.2.1 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 Statements of Work 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.

7.2.2 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 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 September 30, 2020. The Term of this Agreement may be extended upon mutual agreement of the parties for two (2) renewal periods of two (2) years each.

7.3 Public Records.

7.3.1 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:

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

7.3.1.2 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;

7.3.1.3 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

7.3.1.4 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.

7.3.2 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.

7.3.3 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**

7.4 Scrutinized Companies

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.

7.4.1 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.

7.5 Indemnification.

7.5.1 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.

7.5.2 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.

7.5.3 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.

7.5.4 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.

7.6 Insurance.

7.6.1 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.

7.6.2 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.

7.6.3 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.

7.6.4 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.

7.7 REQUIRED INSURANCE

7.7.1 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.

7.7.2 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.

7.7.3 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

7.7.4 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.

7.7.5 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.

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

7.8 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.

7.9 Assignments; Amendments.

7.9.1 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.

7.9.2 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.

7.10 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.

7.11 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: Bermello, Ajamil & Partners, Inc.
 2601 South Bayshore Drive, Suite #1000
 Miami, FL. 33133

7.12 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.

7.13 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.

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

7.15 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.

7.16 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.

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

7.18 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.

REMAINDER OF THIS PAGE 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:

BERMELLO, AJAMIL & PARTNERS, INC.

By: 
Name: Randy Hollingworth
Title: Vice President




STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Randy Hollingworth as Vice President of **Bermello Ajamil & Partners, Inc.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of Bermello Ajamil & Partners, Inc. 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 21ST day of SEPTEMBER, 2018.


NOTARY PUBLIC

(Name of Notary Public)  **LOURDES E THUROW**
MY COMMISSION # **CC-005504**
Typed, Printed, Stamped)
Bonded Thru Budget Notary Services



ARCHITECTURE
ENGINEERING
PLANNING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
CONSTRUCTION SERVICES

Pembroke Pines
Hourly Fee Schedule
September 7, 2018

Position Title	Hourly Rate
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Bermello Ajamil & Partners, Inc.

(Landscape Architecture, Civil Engineering, Architecture)

Principal (PE)	\$ 350.00	/ hour
Senior Project Manager	\$ 255.00	/ hour
Project Manager	\$ 225.00	/ hour
Senior Landscape Architect (State Registered)	\$ 205.00	/ hour
Senior Professional (Engineer, PE, Architect, AIA)	\$ 190.00	/ hour
Senior Planner	\$ 190.00	/ hour
Senior Interior Designer	\$ 150.00	/ hour
Senior Field Inspector	\$ 130.00	/ hour
Engineer	\$ 130.00	/ hour
Architect	\$ 120.00	/ hour
Landscape Architect	\$ 130.00	/ hour
Landscape Designer III	\$ 115.00	/ hour
Interior Designer	\$ 100.00	/ hour
Estimator (QS)	\$ 100.00	/ hour
Junior Field Inspector	\$ 95.00	/ hour
Senior CAD Technician	\$ 90.00	/ hour
Specification Writer	\$ 80.00	/ hour
Junior CAD Technician	\$ 80.00	/ hour
Clerical	\$ 70.00	/ hour

CES Consultants

(Civil and Environmental Engineering)

Principal in Charge	\$ 318.43	/ hour
Project Manager	\$ 204.58	/ hour
Senior Project Manager	\$ 292.26	/ hour
Project Engineer	\$ 109.60	/ hour
Senior Project Engineer (PE registered)	\$ 204.58	/ hour
Engineer I	\$ 102.30	/ hour
Engineer II	\$ 119.82	/ hour
Engineer III	\$ 151.98	/ hour
Engineer IV	\$ 166.60	/ hour
Senior Engineer	\$ 197.28	/ hour
CADD Operator	\$ 94.47	/ hour
CADD Operator, Senior	\$ 109.60	/ hour

Scheduler	\$ 116.89	/ hour
Scheduler, Senior	\$ 175.37	/ hour
Estimator	\$ 116.89	/ hour
Estimator, Senior	\$ 182.66	/ hour
Administrative Support	\$ 76.71	/ hour

Geosol USA

(Geotechnical Engineering)

Senior Geotechnical Engineer	\$ 180.00	/ hour
Project Geotechnical Engineer	\$ 145.00	/ hour
Engineering Intern	\$ 115.00	/ hour
Project Coordinator / CA	\$ 25.00	/ hour
Senior Geotechnical Technician	\$ 80.00	/ hour
Geotechnical Technician	\$ 70.00	/ hour
CADD Technician	\$ 60.00	/ hour
Secretary/Clerical	\$ 55.00	/ hour

Premiere Design Solutions, Inc. (Land Surveying)

QA/QC Project Manager	\$ 225.00	/ hour
Senior Project Manager	\$ 240.00	/ hour
Senior Designer	\$ 135.00	/ hour
Civil Engineer	\$ 240.00	/ hour
Survey Technician	\$ 180.00	/ hour
CAD Technician	\$ 180.00	/ hour
Principal Surveyor	\$ 225.00	/ hour
Administrative	\$ 75.00	/ hour

TYLIN International

(MEP, Fire, Structural Engineering)

Principal in Charge	\$ 362.53	/ hour
Project Manager	\$ 290.00	/ hour
Senior Structural Engineer	\$ 279.85	/ hour
Structural Engineer	\$ 237.95	/ hour
Senior Civil Engineer	\$ 230.20	/ hour
Civil Engineer	\$ 181.54	/ hour
Senior Mechanical Engineer	\$ 224.00	/ hour
Mechanical Engineer	\$ 153.38	/ hour
Senior Electrical Engineer	\$ 163.88	/ hour
Electrical Engineer	\$ 149.38	/ hour
Structural Inspector	\$ 145.00	/ hour
HVAC Inspector	\$ 145.00	/ hour
Electrical Inspector	\$ 145.09	/ hour
Activation Services	\$ 346.23	/ hour

Estimator	\$ 164.17	/ hour
Senior CAD Technician	\$ 116.00	/ hour
CAD Technician	\$ 87.00	/ hour
Quality Assurance	\$ 198.62	/ hour

Aquadynamics
(Pools and Water Features)

CEO and President	\$ 325.00	/ hour
Project Manager	\$ 275.00	/ hour
Project Engineer	\$ 275.00	/ hour
Drafting/CADD Technician	\$ 150.00	/ hour
Administrative	\$ 100.20	/ hour



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 6.

File ID: 18-1087

Type: Agreements/Contracts

Status: Passed

Version: 2

**Agenda
Section:**

In Control: City Commission

File Created: 09/19/2018

Short Title: Barmello Ajamil & Partners – Parks Architectural and Engineers

Final Action: 10/03/2018

Title: MOTION TO APPROVE THE EXECUTION OF THE AGREEMENT WITH BERMELLO AJAMIL & PARTNERS, INC. FOR RE-18-10 "PARKS ARCHITECTURAL AND ENGINEERING SERVICES" FOR AN ANNUAL COST NOT TO EXCEED \$35,000.

***Agenda Date:** 10/03/2018

Agenda Number: 6.

Internal Notes:

Attachments: 1. Continuing Services Agreement, 2. Exhibit A - Fee Schedule

1 City Commission 10/03/2018 approve

Pass

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

Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz,
Commissioner Siple, and Vice Mayor Good Jr.

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

1. On June 20, 2018, the City Commission authorized the advertisement of RE-18-10 "Parks Architectural and Engineering Services", which was advertised on June 26, 2018.

2. The purpose of the solicitation is to provide parks engineering services. Services may include, but not be limited to, architectural, engineering, designs/plans, surveying, design criteria packages, etc.

3. On July 24, 2018, the City opened fourteen (14) proposals from the following vendors:

Vendor Name

BEA Architects, Inc.

Bermello Ajamil and Partners Inc.

Brooks + Scarpa Architects

Services” to Bermello Ajamil & Partners, Inc. and directed the City Manager to negotiate a contract for services.

8. Bermello Ajamil & Partners, Inc. has met with City Administration and has negotiated the agreement attached to this agenda. The agreement is for a two year period expiring on September 30, 2020, which may be extended upon mutual agreement of the parties for two (2) renewal periods of two (2) years each.

9. The City may request from the Bermello Ajamil & Partners, Inc. from time to time, on an as needed basis, specific architectural and 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, Bermello Ajamil & Partners, Inc. shall timely review the scope of work and the 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 Bermello Ajamil & Partners, Inc. regarding the scope, schedule and fee, the City will issue a Statement of Work to the original Agreement authorizing Bermello Ajamil & Partners, Inc. to do the work for each specific project. Bermello Ajamil & Partners, Inc. fee and cost proposal shall be based upon the hourly rates set forth in Exhibit “A” to the Agreement and shall be in accordance with Florida Statute 287.055(5) regarding “Competitive Negotiation”. The annual amount shall be limited to \$35,000. In addition, per Florida State Statute, 287.055(2)(g) of the Consultants’ Competitive Negotiation Act (CCNA), this continuing contract shall be limited to professional services where the construction cost of an individual project is estimated to be less than \$2,000,000 or to professional services that are less than \$200,000 for individual study activities.

10. Request Commission to approve the execution of the agreement with Bermello Ajamil & Partners, Inc. for RE-18-10 “Parks Architectural and Engineering Services” for an annual cost of \$35,000.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$35,000

b) Amount budgeted for this item in Account No: \$6,400 in 1-572-7001-31500 for miscellaneous work.

c) Source of funding for difference, if not fully budgeted: The difference will come from the amount budgeted for each project where architectural or engineering services are required. Once the amount is determined and a Statement of Work is issued, a budget adjustment will be done transferring the funds to 1-572-7001-31500

d) 5 year projection of the operational cost of the project: The agreement is for a two year period expiring on September 30, 2020, which may be extended upon mutual agreement of the parties for two (2) renewal periods of two (2) years each.

	10/1/18 - 9/30/19	10/1/19 - 9/30/20	Year 3	Year 4	Year 5
Revenues	\$0	\$0	N/A	N/A	N/A
Expenditures	\$35,000	\$35,000	N/A	N/A	N/A

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