

Design & Post-Design Services: Waste Water Treatment Plant (WWTP) West & East Surge Tanks Rehabilitation

Request for Qualifications # PSUT-20-03

General Information		
Project Cost Estimate	\$200,000 Consultant Fee Estimate	See Section 1.6.1 / Tab 6
Estimated Project Timeline	The timeline for the consultant to complete the work would be 6 months from award of the contract.	See Section 1.6.1 / Tab 6
Evaluation of Proposals	Evaluation Committee	See Section 1.8
Non-Mandatory Pre-Bid Meeting	Not Applicable	Not Applicable
Question Due Date	February 24, 2020	See Section 1.9
Proposals will be accepted until	2:00 p.m. on March 10, 2020	See Section 1.9
Proposal Security / Bid Bond	Not Applicable	Not Applicable
Payment and Performance Bonds	Not Applicable	Not Applicable

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



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ATTACHMENTS

- Attachment A: Contact Information Form
- Attachment B: Non-Collusive Affidavit
- Attachment C: Proposer's Qualifications Statement
- Attachment D: Sample Insurance Certificate
- Attachment E: Specimen Contract (**Professional Services Agreement - CCNA**)
- Attachment F: References Form
- Attachment G: Standard Form 330
- Attachment H: Project Photos
- Attachment I: Project Location Map
- Attachment J: Paint and Coating Conditions Reports (East & West)
- Attachment K: Paint/Coating Specifications
- Attachment L: As-Built Drawings (Tank Dimensions)



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

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

**RFQ # PSUT-20-03
Design & Post-Design Services: Waste Water Treatment Plant (WWTP)
West & East Surge Tanks Rehabilitation**

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

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the “Ask a Question” option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the “Question Due Date” stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, March 10, 2020. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.2 PURPOSE

The City of Pembroke Pines is seeking qualification statements from qualified firms that are licensed in the State of Florida to provide design and post design services for the repair of the structural steel, where required, and dome connections (bearing plates) at both the West and East Surge Tanks at the Waste Water Treatment Plant located at 13955 Pembroke Road, Pembroke Pines, FL 33029, in accordance with the terms, conditions, and specifications contained in this solicitation, and in accordance with the Consultant’s Competitive Negotiation Act (C.C.N.A. – Florida Statute 287.055).



1.3 SCOPE OF WORK

1. Provide design engineering, permitting and post design services for the rehabilitation of the structural steel for both surge tanks. Work includes, but it is not limited to:
 - a. Refurbish Structural Steel
 - i. West Surge Tank, approximately 15” of the top perimeter
 - ii. East Surge Tank, approximately 12” of the top perimeter
 - b. Replacement of Bearing Plates (West and East Surge Tanks)
 - c. Perimeter Seal (West and East Surge Tanks)

1.4 TERM OF CONTRACT

The timeline for the consultant to complete the design services would be 6 months from Notice to Proceed.

1.5 PRE-QUALIFIED FIRMS AND PROSPECTIVE FIRMS

The following firms shown in **Section 1.5.2** below have been deemed qualified and were selected to be included in the City’s pool of Professional Services Providers for the specified Disciplines as outlined.

Firms that have been **deemed qualified for the specified discipline** will only be required to submit the documentation requested in **Section 1.6.1, Parts B only**. However, the City encourages all firms to submit all of the documentation requested in **Section 1.6.1 Parts A & B**, should qualifications and performance data be different than originally submitted.

Firms that have not yet been deemed qualified for the specified discipline must submit all documentation requested in **Section 1.6.1 Parts A & B**, in order to be deemed fully qualified to render the required service. After the evaluation committee has deemed the firm(s) qualified, the evaluation committee shall evaluate the current statements of qualifications and performance data on file with the pre-qualified firms, together with those the new firms that have been qualified for this project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

1.5.1 PROFESSIONAL SERVICE DISCIPLINES USED FOR THIS PROJECT

The following professional service disciplines will be utilized for this project:

- **Structural Engineering Services**
- **Treatment Plant Process Engineering Services**



1.5.2 EXISTING POOL OF PROFESSIONAL SERVICE PROFESSIONALS BY DISCIPLINE

#	Firm	General Civil & Environmental Engineering	Treatment Plant Process Engineering	Electrical Engineering	Geotechnical	Structural Engineering	Land Surveying	General Architectural	Landscape Architecture	Hydro-Geological	FDOT Roadway Engineering
1	3FM Engineering, Inc			X							
2	A.D.A. Engineering, Inc	X		X							X
3	AMBRO, Inc	X									
4	Avirom & Associates, Inc						X				
5	Bailey Engineering Consultants, Inc			X							
6	Baxter & Woodman, Inc. (Matthews Consulting)	X					X				
7	Biscayne Engineering Company, Inc						X				
8	Calvin, Giordano & Associates, Inc	X	X	X	X	X	X	X	X	X	X
9	Carollo Engineers, Inc		X								
10	Cartaya and Associates, P.A							X			
11	CES Consultants, Inc	X			X	X	X		X		X
12	CES Engineering Services, LLC (Consulting Engineering Services)			X							
13	Chen Moore and Associates, Inc	X							X		
14	Connect Consulting, Inc									X	
15	CPH, Inc	X	X				X	X	X		X
16	CPZ Architects, Inc							X			
17	Craven, Thompson & Associates, Inc	X					X		X		
18	Debora L. Fields (DL Fields Consultants, LLC)							X			
19	EBS Engineering, Inc	X									
20	Engenuity Group, Inc	X					X				
21	Florida Technical Consultants, LLC	X									
22	GFA International, Inc				X					X	
23	Ingemel S.A. LLC	X	X	X		X	X				



24	Keith and Schnars, P.A						X		X		X
25	Kimley-Horn and Associates, Inc	X	X	X	X	X	X		X	X	X
26	Lakdas-Yohalem Engineering, Inc					X					
27	MARLIN Engineering, Inc						X				X
28	Miller Legg & Associates, Inc						X		X		
29	Netta Architects, LLC							X			
30	Premiere Design Solutions	X					X				X
31	R.J. Behar & Company, Inc	X				X					X
32	Saltz Michelson Architects, Inc	X		X	X	X	X	X	X		X
33	Slattery & Associates Architects Planners, Inc							X			
34	Synalovski Romanik Saye, LLC							X			
35	Tierra South Florida, Inc				X						
	Count	16	5	8	6	7	15	9	9	4	10

1.6 PROPOSAL SUBMISSION

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

Title Page:

List the following:

Subject: **RFQ # PSUT-20-03 "Design & Post-Design Services: WWTP West & East Surge Tanks Rehabilitation"**

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

Letter of Interest:

Limit to two (2) pages.

1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
 - a. Include the size
 - b. Range of activities
 - c. Firms strength and stability



- d. Summary of abilities and experience of the firms' professional personnel
 - e. Summary of past performance of the firm on similar projects
 - f. Availability and access to the firms' top level management personnel.
 - g. Identification of firm's, single, professionally licensed point of contact for this project.
2. This Letter of Interest must be signed by a corporate officer.

1.6.1 Proposal Requirements

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

Part - A

Tab 1 – Standard Form 330 (Parts I and II)

The **Standard Form 330** has been included in this RFQ as **Attachment G**. Firms shall complete both Part I and II of the Standard Form 330 so that the City can obtain adequate information to pre-qualify firms and for the specified discipline and for the services outlined in this RFQ.

Tab 2 – Certified Minority Business Enterprise

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

Tab 3 – Other Completed Documents

1. **Attachment A: Contact Information Form**
 - a. Attached is contact information form (**Attachment A**) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.
 - b. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.



- c. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
- d. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
- e. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.
2. **Attachment B: Non-Collusive Affidavit**
3. **Attachment C: Proposer's Qualifications Statement**
4. **Attachment F: References Form**

Part - B

Tab 4 – Ability of Professional Personnel:

1. Provide the name of the proposed Project Manager (PM). The PM is to be a Professional Engineer with experience specific to the Scope of Services who will sign and seal the work. The PM is to be the single point of contact between the City and the Consultant.
2. Provide a copy of the resume of the PM and other supporting personnel.
3. Provide any additional information relating to the ability of the professional personnel that will work on this project.

Tab 5 – Past Performance:

Please provide supplemental information regarding the following:

1. A listing of similar work signed and sealed by the proposed PM in the last 10 years with references (including names, titles, e-mail and phone numbers).

Tab 6 - Willingness to meet time and budget requirements:

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

1. **Budget:** \$200,000 Consultant Fee Estimate
2. **Timeline:** The timeline for the consultant to complete the work would be 6 months from Notice to Proceed.

Please note that during this portion of the process, the City is NOT asking for the firms to submit pricing. After the evaluation committee has selected the firms in



order of preference, the City shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the next most qualified firm.

Tab 7 - Location:

Please provide the address and the primary location on where work will be performed by your firm for this project. If services will be performed by different offices (such as a joint venture) provide a location for each firm.

Tab 8 - Recent, current, and projected workloads of the firms:

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

Tab 9 - Firm's Understanding and Approach to the Work:

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

1. Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.
2. Please clearly describe all aspects of the project proposed.
3. Please identify any sub-consultants that shall be used for this project and their involvement, if applicable.
4. Include details of your approach and work plans.
5. Identify any issues or concerns of significance that may be appropriate.
6. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

1.6.2 Additional Information

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

1.7 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS



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

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

These forms will be found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines. Please note that the BidSync website requires bidders to complete all of these qualifications prior to being able to submit questions on any bids, therefore, please make sure to complete this information as soon as possible.

The following documents can be completed prior to the bidding process through the BidSync website and do not need to be attached to your submittal as the BidSync website will automatically include it.

1.7.1 Vendor Information Form

1.7.2 Form W-9 (Rev. October 2018)

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.7.3 Sworn Statement on Public Entity Crimes Form

1.7.4 Local Vendor Preference Certification

- a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
- b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
- c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors’ qualifications.

1.7.5 Local Business Tax Receipts

1.7.6 Veteran Owned Small Business Preference Certification



- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the “Determination Letter” from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors’ qualifications.

1.7.7 Equal Benefits Certification Form

1.7.8 Vendor Drug-Free Workplace Certification Form

1.7.9 Scrutinized Company Certification

1.8 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFQ. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**

1.8.1 QUALIFYING FIRMS THAT HAVE NOT YET BEEN DEEMED QUALIFIED

- A. The City will convene an Evaluation Committee that will evaluate the proposals of the firms **that have not yet been deemed qualified** based on the following criteria to determine if the firm is fully qualified to render the required service:

Criteria	Points
Adequacy of Personnel / Ability of Professional Personnel	25 points
Whether a firm is a Certified Minority Business Enterprise (as defined by the Florida Small and Minority Business Assistance Act)	5 points
Past Record / Past Performance	25 points
Capabilities	25 points
Experience (of the firm or individual)	20 points
Total Points	100 points

- B. The Evaluation Committee will make a motion on whether or not to approve the firms as qualified to render the required professional services.



1.8.2 COMPETITIVE SELECTION OF PROFESSIONAL SERVICE PROVIDERS FROM THE QUALIFIED FIRMS

- A. The Evaluation Committee will evaluate the current statements of qualifications and performance data on file for the pre-qualified pool of professional services providers for the specified discipline(s), together with those that were submitted by other firms that were deemed qualified in **Section 1.8.1** above, regarding the proposed project.
- B. The Evaluation Committee shall have the option of shortlisting the qualified firms to **no less than three firms**. In addition, the Evaluation Committee **shall conduct discussions** and may require presentations from each of the short listed firms regarding their:
- (1) **Qualifications;**
 - (2) **Approach to the project; and**
 - (3) **Ability to furnish the required services.**
- C. The Evaluation Committee shall select in order of preference **no fewer than three firms** deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the Evaluation Committee shall utilize the following criteria:

Criteria	Points
Adequacy of Personnel / Ability of Professional Personnel	25 points
Whether a firm is a Certified Minority Business Enterprise (as defined by the Florida Small and Minority Business Assistance Act)	5 points
Past Record / Past Performance	25 points
Willingness to meet time and budget requirements	20 points
Recent, current, and projected workloads of the firms	15 points
Location	5 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
Total Points	100 points

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



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

All other vendors shall receive zero (0) points.

- D. In the event a score for an individual evaluator results in a tie or the overall score results in a tie, the evaluator or evaluation committee will be asked to **break the tie and rank the tied vendors based on the volume of work previously awarded to each firm by the City**, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.
- i. In the event the score still results in a tie, the evaluator or evaluation committee will be asked to **break the tie and give preference to a business that certifies that it has implemented a drug-free workplace program on the Vendor Drug-Free Workplace Certification Form.**
 - ii. In the event the score still results in a tie, the evaluator or evaluation committee will be asked to break the tie by **publicly drawing lots.**
- E. The Evaluation Committee will make a recommendation to the City Commission to:
- a. Award the contract and for approval for the City Manager to negotiate a contract with most qualified firm. (The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.)
- F. The City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under **Section 1.8.3** below.

1.8.3 COMPETITIVE NEGOTIATION

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

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



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

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

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

1.8.4 PROHIBITION AGAINST CONTINGENT FEES

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

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

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

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

1.9 TENTATIVE SCHEDULE OF EVENTS



Event	Time &/or Date
Issuance of Solicitation (Posting Date)	February 11, 2020
Question Due Date	February 24, 2020
Anticipated Date of Issuance for the Addenda with Questions and Answers	February 27, 2020
Proposals will be accepted until	2:00 p.m. on March 10, 2020
Proposals will be opened at	2:30 p.m. on March 10, 2020
Evaluation of Proposals by Evaluation Committee	March – April, 2020
Recommendation of award to City Commission	April – May, 2020

1.10 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before 2:00 p.m. on March 10, 2020.

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

The vendor must provide their information through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.



SECTION 2 - INSURANCE REQUIREMENTS

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

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

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

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE



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

Yes No

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

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

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

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

Yes No

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

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

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



Yes No

- ✓ ☐ 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- ☐ ☐ 2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- ✓ ☐ 2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$5,000,000** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

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

Yes No

- ✓ ☐ 2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$5,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*



Yes No

- ☐ ☒ 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

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

Yes No

- ☐ ☒ 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

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

Yes No

- ☐ ☒ 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ☐ ☒ 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence



basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

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

Yes No

- ☐ **x** 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

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

Yes No

- ☐ **x** 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

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

Yes No

- ☐ **x** 2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to



analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

2.7 REQUIRED ENDORSEMENTS

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

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

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

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



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

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

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

3.2 CONFLICT OF INSTRUCTIONS

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

3.3 ADDENDA or ADDENDUM

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

3.4 INTERPRETATIONS AND QUESTIONS

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

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.



Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.16 PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 601 City Center Way, Pembroke Pines, FL.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.
- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.



- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.27 DEFAULT PROVISION

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any



other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Florida Prompt Payment Act.

3.30 SCRUTINIZED COMPANIES LIST

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

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

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or



entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter

119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDS SYNC WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.



3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

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

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



City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “PSUT-20-03” titled “**Design & Post-Design Services: WWTP West & East Surge Tanks Rehabilitation**” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY:
 STREET ADDRESS:
 CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME: TITLE:
 E-MAIL:
 TELEPHONE: FAX:

AUTHORIZED APPROVER:

NAME: TITLE:
 E-MAIL:
 TELEPHONE: FAX:
 SIGNATURE:

B) Proposal Checklist

1) Did you submit the following items, as stated in section 1.6 “Proposal Submission” of the bid package?

Title Page	Yes <input type="checkbox"/>
Letter of Interest, signed by a corporate officer.	Yes <input type="checkbox"/>
<u>Part A</u>	
Tab 1 – Standard Form 330 (Parts I and II)	Yes <input type="checkbox"/>
Tab 2 – Certified Minority Business Enterprise	Yes <input type="checkbox"/>
Tab 3 - Other Completed Documents	

	Yes <input type="checkbox"/>
1. Attachment A - Contact Information Form	Yes <input type="checkbox"/>
2. Attachment B - Non-Collusive Affidavit	Yes <input type="checkbox"/>
3. Attachment C - Proposer's Qualification Statement	Yes <input type="checkbox"/>
4. Attachment F - References Form	Yes <input type="checkbox"/>
<u>Part B</u>	
Tab 4 – Ability of Professional Personnel	Yes <input type="checkbox"/>
Tab 5 – Past Performance	Yes <input type="checkbox"/>
Tab 6 – Willingness to meet time and budget requirements	Yes <input type="checkbox"/>
Tab 7 – Location	Yes <input type="checkbox"/>
Tab 8 – Recent, current, and projected workloads of the firms	Yes <input type="checkbox"/>
Tab 9 – Firm's Understanding and Approach to the Work	Yes <input type="checkbox"/>

2) Did you update the following documents found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes <input type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input type="checkbox"/>
Local Vendor Preference Certification	Yes <input type="checkbox"/>
Local Business Tax Receipts	Yes <input type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input type="checkbox"/>
Equal Benefits Certification Form	Yes <input type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input type="checkbox"/>
Scrutinized Company Certification	Yes <input type="checkbox"/>

*City of Pembroke Pines*

Attachment B

NON-COLLUSIVE AFFIDAVIT

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

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

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

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

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

Printed Name/Signature

Title

Name of Company



City of Pembroke Pines

Attachment C

PROPOSER'S QUALIFICATIONS STATEMENT

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

PROPOSER'S Name and Principal Address:

PROPOSER'S License Number:

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

Number of years your organization has been in business

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

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

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

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

At what address was that business located?

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

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

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

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

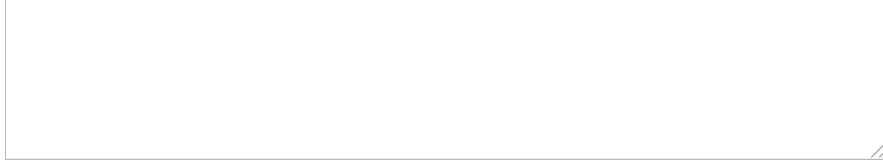
List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

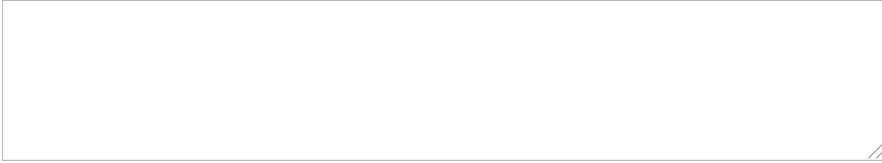
List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.



List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.



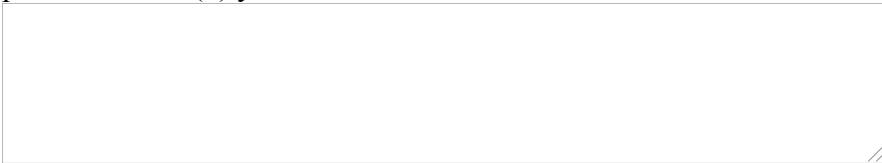
Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.



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



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



The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Companies providing coverage**COVERAGES**

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

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

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

MAIL 30 DAYS WRITTEN
 LEFT.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE



PROFESSIONAL SERVICES AGREEMENT

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

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

and

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

WITNESSETH:

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

ARTICLE 1 **PREAMBLE**

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

1.1 On **September 17, 2018**, the CITY approved the findings and recommendation of the evaluation committee and certified CONSULTANT as qualified to provide various Professional Services that the City may need or that may arise, in accordance with the Consultant's Competitive Negotiation Act, Section 287.055 (3)(c), Florida Statutes.

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

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
"«Solicitation_Title»"

1.3 On «Bid_Opening_Date», the bids were opened at the offices of the City Clerk.



1.4 On _____, _____ 2019, the CITY awarded the bid to CONSULTANT and authorized the proper CITY officials to negotiate and enter into an agreement with CONSULTANT to render the services more particularly described herein below.

1.5 Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken in accordance with the Consultants' Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform the services for the «**Service_Description**», 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 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 contractors 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"**, attached hereto and by this reference made a part hereof. Minor adjustments to the timetable for completion approved by CITY Manager in advance, in writing, will not constitute non-performance by CONSULTANT pursuant to this Agreement.

3.2 This Agreement may be terminated by either party for cause, or by either party for convenience. If terminated for convenience, the terminating party shall provide to the other party seven (7) days' written notice, in which event the CONSULTANT shall be paid its compensation for services performed to termination date. [NOTE: CONSULTANT may not terminate existing assignments for convenience after they have been accepted as addendums to this Agreement.] In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 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 «**Compensation_Amount_Written**» («**Compensation_Amount_Numerical**»).

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 Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONSULTANT at:

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

ARTICLES 5 & 6 **RESERVED**

ARTICLE 7 **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

7.1 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 may 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.

7.2 In no event will the CONSULTANT be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 8

RESERVED

ARTICLE 9

INDEMNIFICATION

9.1 CONSULTANT shall indemnify and save harmless the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, sustained by the CITY, its trustees, elected and appointed officials, agents, servants or employees arising out of, or by reason of, or resulting from the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its agents, servants or employees in the performance under this Agreement.

9.2 Reserved.

9.3 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.

9.4 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 Section 725.06, Florida Statutes requires a specific consideration be given therefor. The Parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 10

INSURANCE

10.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including



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

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

10.3 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.

10.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

10.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

10.6 REQUIRED INSURANCE

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

Yes No



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

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

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

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

Yes No

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

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

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

Yes No

- ☐ ☐ 10.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:



1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- ☐ ☐ 10.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- ☐ ☐ 10.6.4 Umbrella/Excess Liability Insurance in the amount of \$_____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

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

Yes No

- ☐ ☐ 10.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

- ☐ ☐ 10.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For*



Construction projects: Increase to ten (10) years)

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

Yes No

- ☐ ☐ 10.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

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

Yes No

- ☐ ☐ 10.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ☐ ☐ 10.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

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

Yes No



- ☐ ☐ 10.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

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

Yes No

- ☐ ☐ 10.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

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

Yes No

- ☐ ☐ 10.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No



☐ ☐ 10.6.13 Other Insurance

10.7 REQUIRED ENDORSEMENTS

10.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

10.7.2 Waiver of all Rights of Subrogation against the CITY.

10.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

10.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.

10.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

10.7.6 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.

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

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

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

ARTICLE 11
NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

11.1 During the performance of the Agreement, neither the CONSULTANT nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action



to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 12

INDEPENDENT CONTRACTOR

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

ARTICLE 13

RESERVED

ARTICLE 14

AGREEMENT SUBJECT TO FUNDING

14.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 15

UNCONTROLLABLE FORCES



15.1 Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16

VENUE

16.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 17

SIGNATORY AUTHORITY

17.1 CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signator for CONSULTANT has the authority to enter into this Agreement.

ARTICLES 18, 19, 20, 21

RESERVED

ARTICLE 22

PUBLIC RECORDS

22.1 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:

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

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



22.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

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

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

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 23
MISCELLANEOUS**

23.1 **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.

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



upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

23.3 **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.

23.4 **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.

23.5 **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	«Vendor_Contact_Title» «Vendor_Name» «Vendor_Address_Line_1» «Vendor_Address_Line_2»
------------	---



E-mail:	«Vendor_Email»
Telephone No:	«Vendor_Phone_Number»
Cell phone No:	«Vendor_Cell_Number»
Facsimile No:	«Vendor_Fax_Number»

23.6 **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.

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

23.8 **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.

23.9 **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.

23.10 **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.

23.11 **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.

23.12 **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.

23.13 **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.



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

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

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

23.15.2 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:

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

23.15.2.2 Is engaged in business operations in Syria.

23.16 **No Waiver of Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of Section 768.28, Florida Statutes, as may be amended from time to time.

23.17 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

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

23.19 **Domestic Partnership.**



23.19.1 CONSULTANT certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that **(check only one box below)**:

- ☐ CONSULTANT currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONSULTANT will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONSULTANT will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONSULTANT does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption **(check only box below)**:

- ☐ CONSULTANT does not provide benefits to employees' spouses in traditional marriages; or
- ☐ CONSULTANT provides an employee the cash equivalent of benefits because CONSULTANT is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONSULTANT shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
- ☐ CONSULTANT is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
- ☐ CONSULTANT is a governmental agency.

23.19.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

23.19.3 CONSULTANT shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONSULTANT is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe



CONSULTANT may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONSULTANT's records pertaining to its benefits policies and its employment policies and practices.

23.19.4 CONSULTANT must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the CONSULTANT will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

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

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

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

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

APPROVED AS TO FORM:

Name: OFFICE OF THE CITY ATTORNEY

CONSULTANT:

Vendor_Name_Upper_Case

By: Name: Title:

STATE OF COUNTY OF

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

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

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:Name of Firm, City, County or Agency: Address: City/State/Zip: Contact Name: Title: E-Mail Address: Telephone: Fax: **Project Information:**Name of Contractor Performing the work: Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date: Size of project: Cost of project: Work for which staff was responsible: Contract Type: The results/deliverables of the project: **REFERENCES FORM**

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Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date: Size of project: Cost of project: Work for which staff was responsible: Contract Type: The results/deliverables of the project:

ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157
Expiration Date: 12/31/2020

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (*Function Codes*)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks; Dormitories	F01	Fallout Shelters; Blast-Resistant Design
B02	Bridges	F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries (<i>Planning & Relocation</i>)	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C06	Churches; Chapels	G02	Gas Systems (Propane; Natural, Etc.)
C07	Coastal Engineering	G03	Geodetic Surveying: Ground and Air-borne
C08	Codes; Standards; Ordinances	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C09	Cold Storage; Refrigeration and Fast Freeze	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers	G06	Graphic Design
C11	Community Facilities	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C12	Communications Systems; TV; Microwave	H02	Hazardous Materials Handling and Storage
C13	Computer Facilities; Computer Service	H03	Hazardous, Toxic, Radioactive Waste Remediation
C14	Conservation and Resource Management	H04	Heating; Ventilating; Air Conditioning
C15	Construction Management	H05	Health Systems Planning
C16	Construction Surveying	H06	Highrise; Air-Rights-Type Buildings
C17	Corrosion Control; Cathodic Protection; Electrolysis	H07	Highways; Streets; Airfield Paving; Parking Lots
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H08	Historical Preservation
C19	Cryogenic Facilities	H09	Hospital & Medical Facilities
D01	Dams (<i>Concrete; Arch</i>)	H10	Hotels; Motels
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D03	Desalinization (<i>Process & Facilities</i>)	H12	Hydraulics & Pneumatics
D04	Design-Build - Preparation of Requests for Proposals	H13	Hydrographic Surveying
D05	Digital Elevation and Terrain Model Development		
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories *(Profile Codes continued)*

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

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

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

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

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

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ (Attached)

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

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

19. RELEVANT PROJECTS

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

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

*(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

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

22. YEAR COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION *(If applicable)***23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

b. POINT OF CONTACT NAME

c. POINT OF CONTACT TELEPHONE NUMBER

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)***25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

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

[illegible]

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

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

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE



WWTP Rehabilitation
East Surge Tank Corrosion Issues
December 18, 2019 at 11:50:30 AM



WWTP Rehabilitation
East Surge Tank Corrosion Issues
December 18, 2019 at 11:50:25 AM



WWTP Rehabilitation
East Surge Tank Corrosion Issues
December 18, 2019 at 11:50:19 AM



WWTP Rehabilitation
East Surge Tank Corrosion Issues
December 18, 2019 at 11:50:10 AM



WWTP Rehabilitation
East Surge Tank Corrosion Issues
December 18, 2019 at 11:49:58 AM



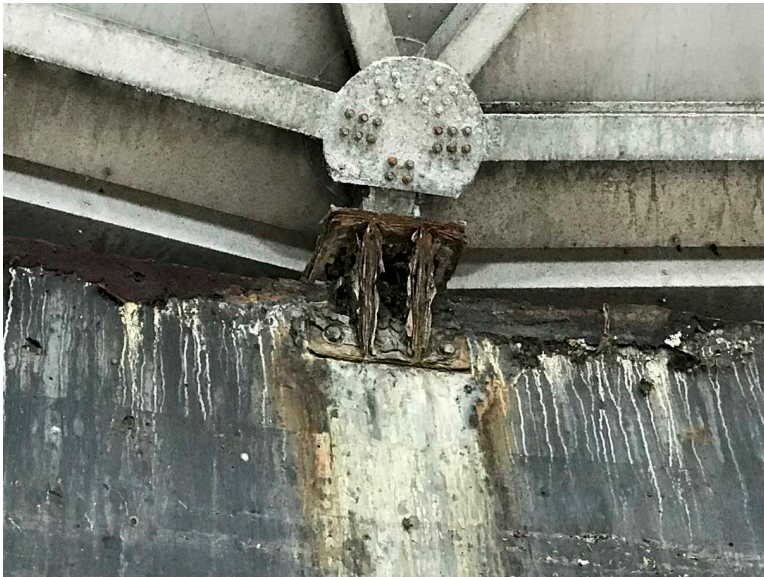
WWTP Rehabilitation
East Surge Tank Corrosion Issues
December 18, 2019 at 11:49:09 AM



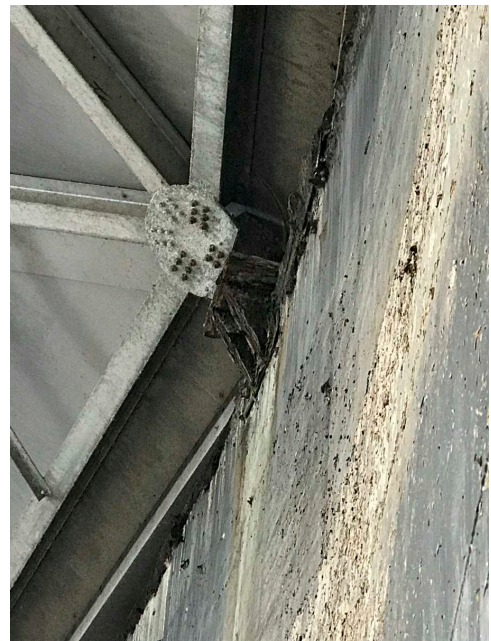
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December 18, 2019 at 11:48:34 AM



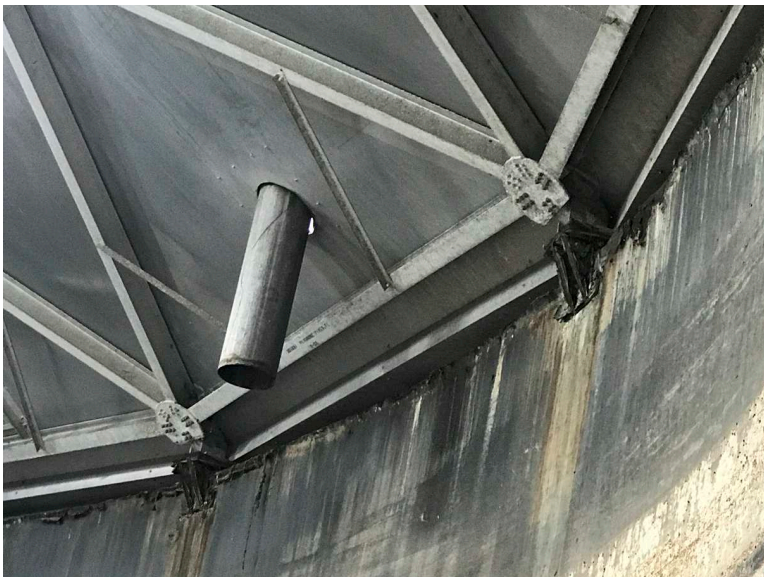
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December 18, 2019 at 11:48:24 AM



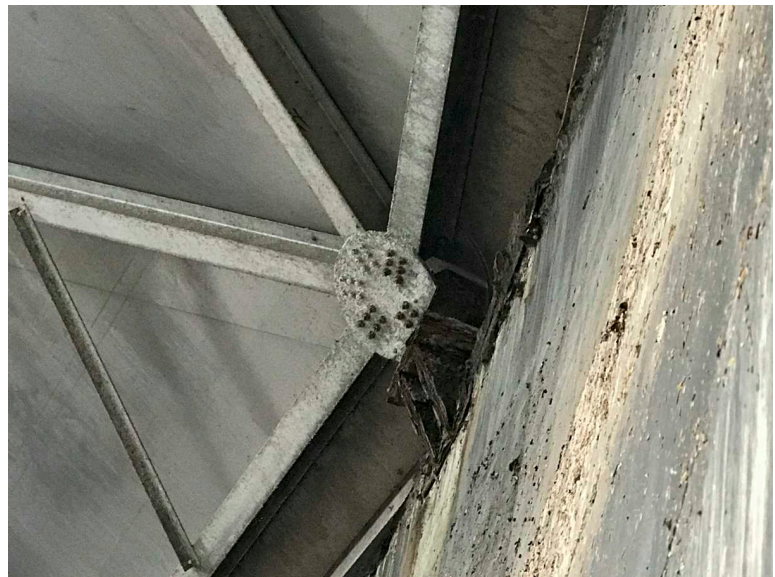
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December 18, 2019 at 11:48:18 AM



WWTP Rehabilitation
East Surge Tank Corrosion Issues
December 18, 2019 at 11:42:13 AM



WWTP Rehabilitation
East Surge Tank Corrosion Issues
December 18, 2019 at 11:41:46 AM



WWTP Rehabilitation
East Surge Tank Corrosion Issues
December 18, 2019 at 11:41:40 AM



WWTP Rehabilitation

East Surge Tank Corrosion Issues

December 18, 2019 at 11:41:26 AM



WWTP Rehabilitation

West Surge Tank Air Diffusers (Replacement)

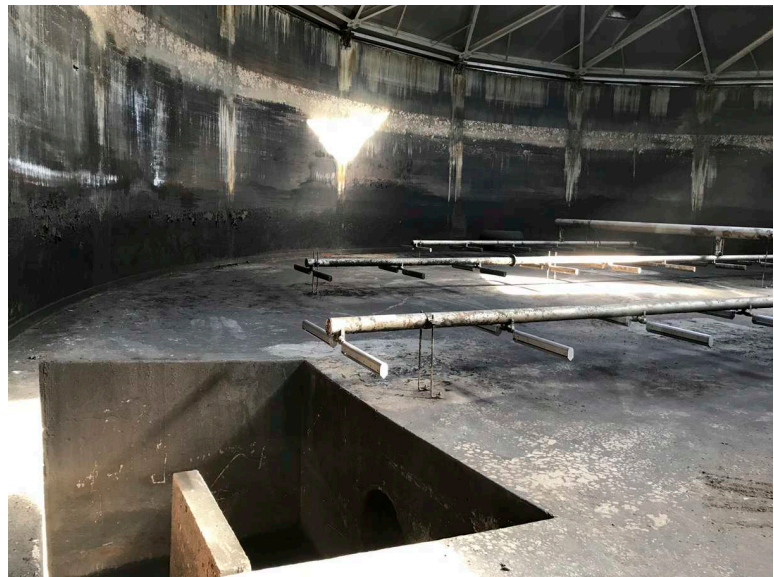
December 17, 2019 at 2:12:14 PM



WWTP Rehabilitation

West Surge Tank Air Diffusers (Replacement)

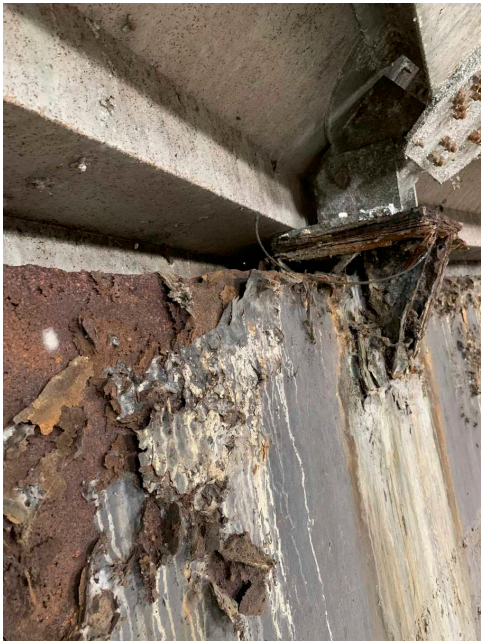
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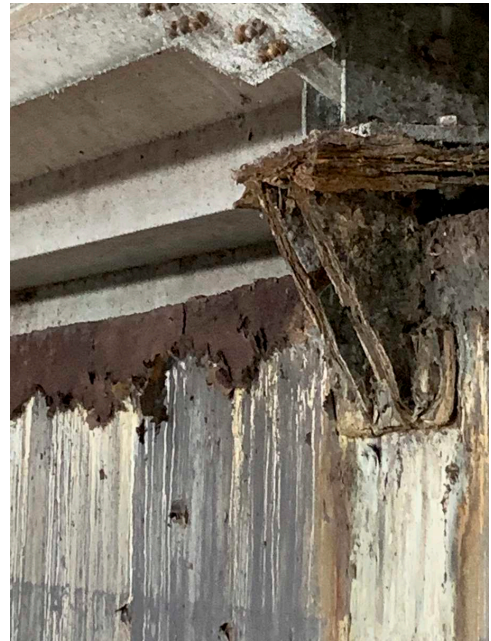
WWTP Rehabilitation

West Surge Tank Air Diffusers (Replacement)

December 17, 2019 at 2:12:09 PM



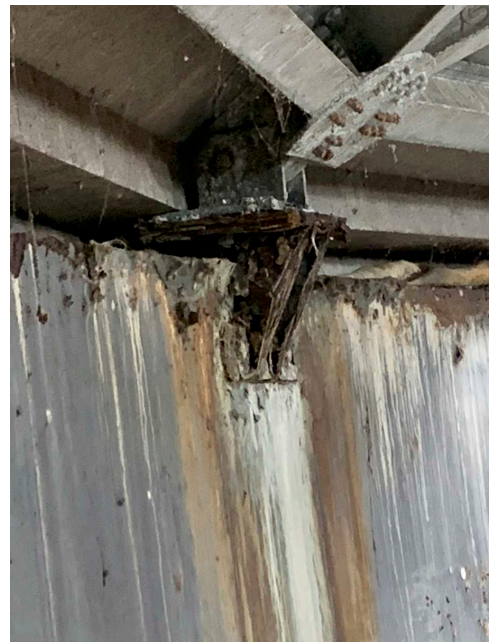
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East Surge Tank Corrosion Issues
December 17, 2019 at 10:53:37 AM



WWTP Rehabilitation
East Surge Tank Corrosion Issues
December 17, 2019 at 10:53:18 AM



WWTP Rehabilitation
East Surge Tank Corrosion Issues
December 17, 2019 at 10:53:08 AM



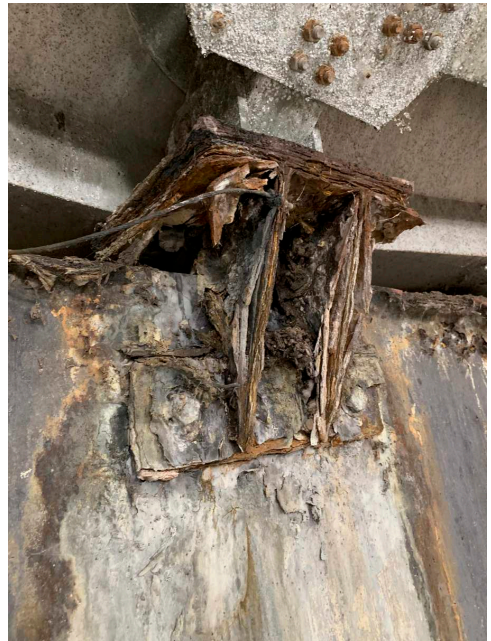
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WWTP Rehabilitation

East Surge Tank Corrosion Issues

December 17, 2019 at 10:52:54 AM



WWTP Rehabilitation

East Surge Tank Corrosion Issues

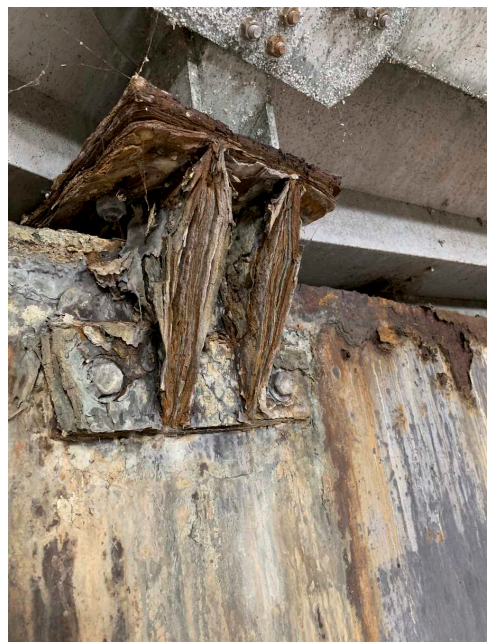
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WWTP Rehabilitation

East Surge Tank Corrosion Issues

December 17, 2019 at 10:50:32 AM



WWTP Rehabilitation

East Surge Tank Corrosion Issues

December 17, 2019 at 10:50:17 AM



WWTP Rehabilitation
East Surge Tank Corrosion Issues
December 17, 2019 at 10:49:33 AM



WWTP Rehabilitation
East Surge Tank
December 4, 2019 at 10:02:04 AM



WWTP Rehabilitation
East Surge Tank
December 4, 2019 at 10:01:57 AM



WWTP Rehabilitation
East Surge Tank
December 4, 2019 at 10:01:52 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues (hole from the interior)

October 7, 2019 at 8:18:36 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues (hole from the interior)

October 7, 2019 at 8:18:28 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

October 7, 2019 at 8:10:11 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues (hole from the exterior)

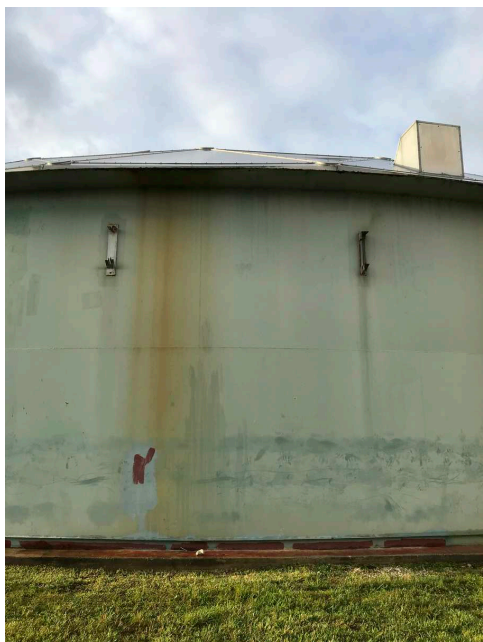
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WWTP Rehabilitation
West Surge Tank Corrosion Issues
October 7, 2019 at 8:07:44 AM



WWTP Rehabilitation
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October 7, 2019 at 8:07:41 AM



WWTP Rehabilitation
West Surge Tank Corrosion Issues
October 7, 2019 at 8:06:55 AM



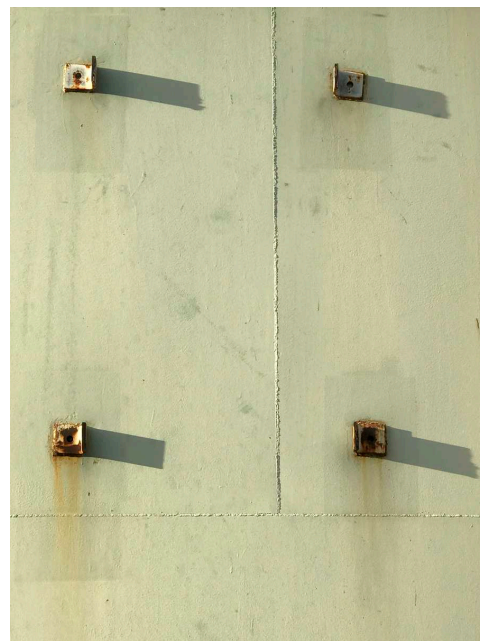
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WWTP Rehabilitation

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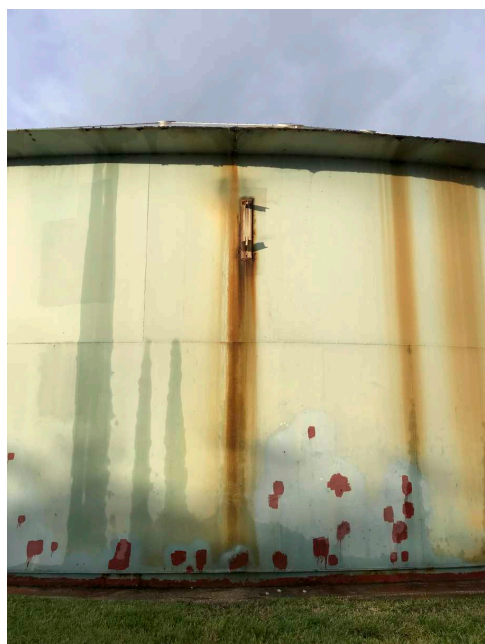
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WWTP Rehabilitation

West Surge Tank Corrosion Issues

October 7, 2019 at 8:06:33 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

October 7, 2019 at 8:06:20 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

October 7, 2019 at 8:06:16 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

September 19, 2019 at 9:08:13 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

September 19, 2019 at 9:07:58 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

September 19, 2019 at 9:07:19 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

September 19, 2019 at 9:07:13 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

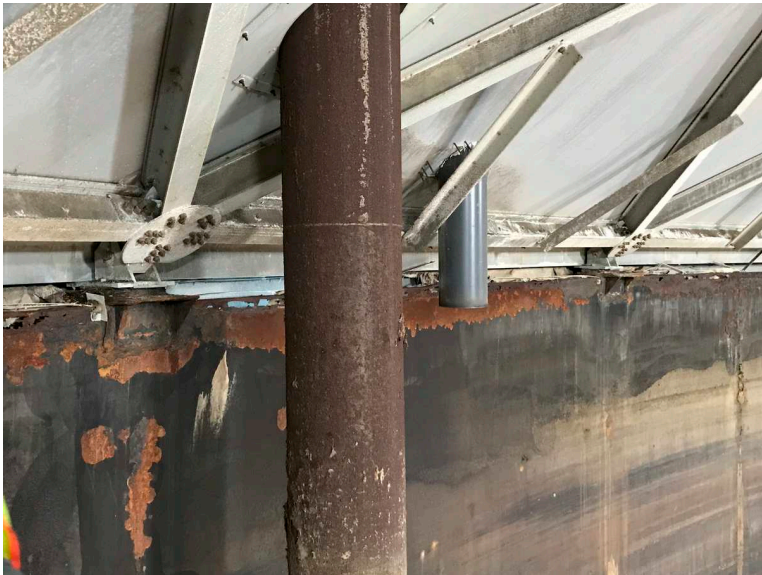
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WWTP Rehabilitation

West Surge Tank Corrosion Issues

September 19, 2019 at 9:07:03 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

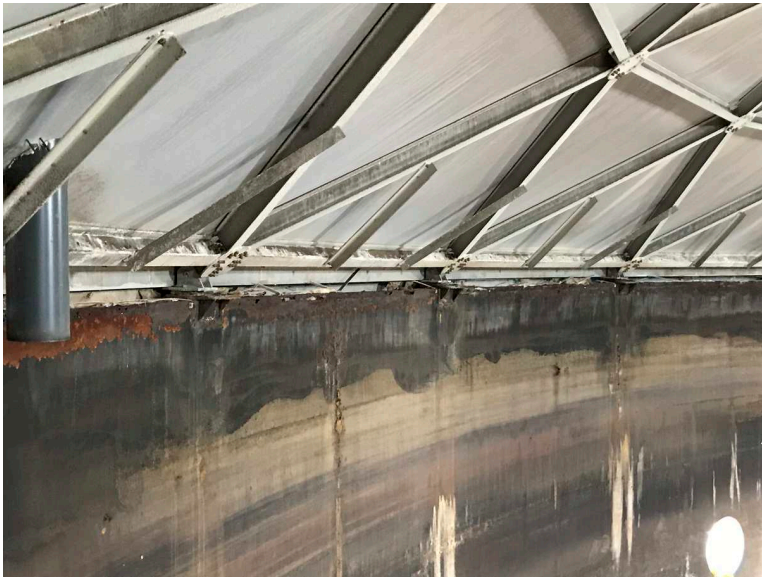
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WWTP Rehabilitation

West Surge Tank Corrosion Issues

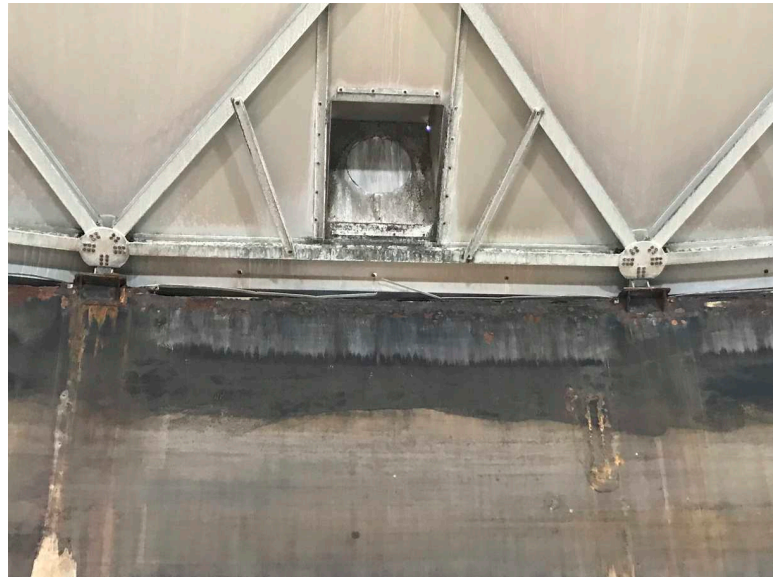
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WWTP Rehabilitation

West Surge Tank Corrosion Issues

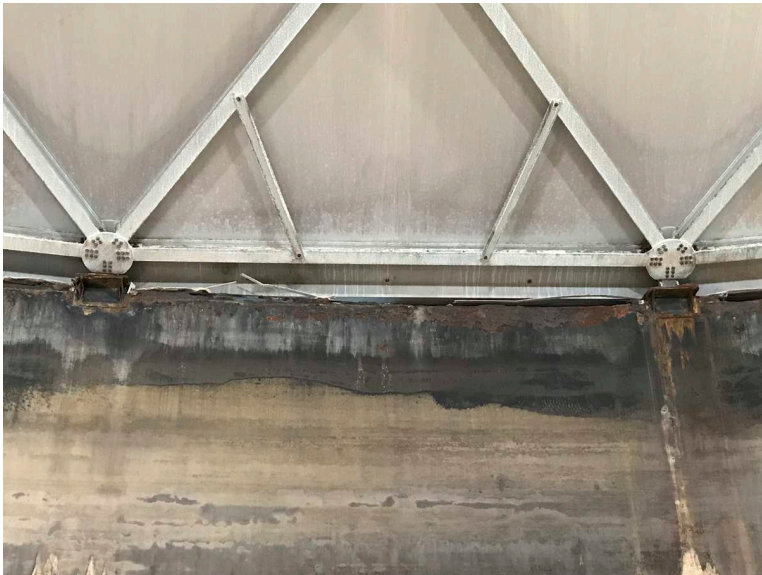
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WWTP Rehabilitation

West Surge Tank Corrosion Issues

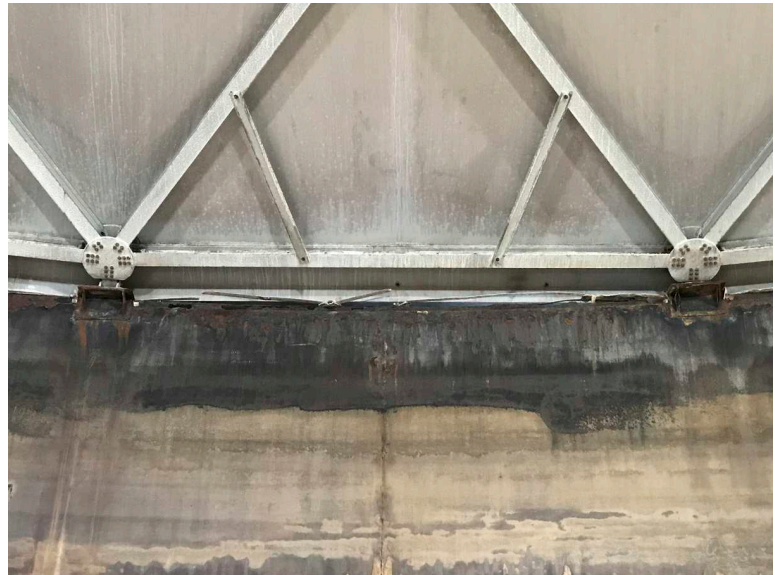
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WWTP Rehabilitation

West Surge Tank Corrosion Issues

September 19, 2019 at 9:05:08 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

September 19, 2019 at 9:05:00 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

September 19, 2019 at 9:04:10 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

September 19, 2019 at 9:04:02 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

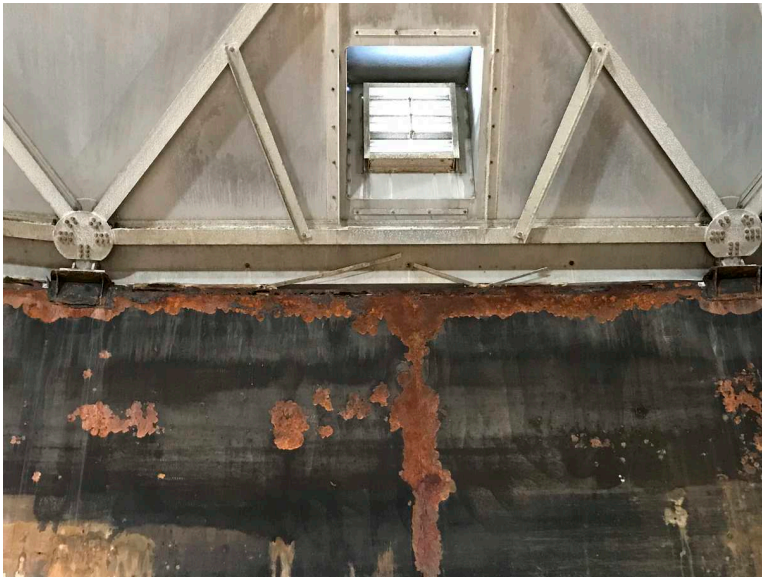
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WWTP Rehabilitation

West Surge Tank Corrosion Issues

September 19, 2019 at 9:03:45 AM



WWTP Rehabilitation
West Surge Tank Corrosion Issues
September 19, 2019 at 9:03:26 AM



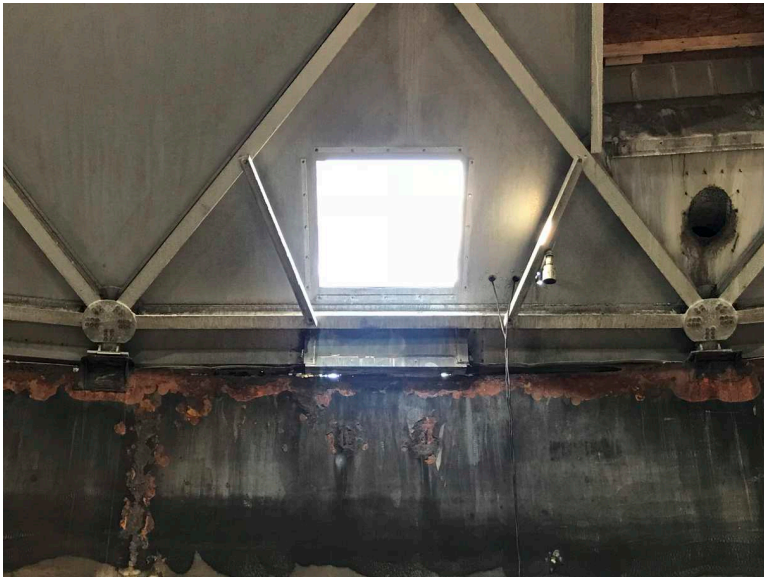
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WWTP Rehabilitation

West Surge Tank Corrosion Issues

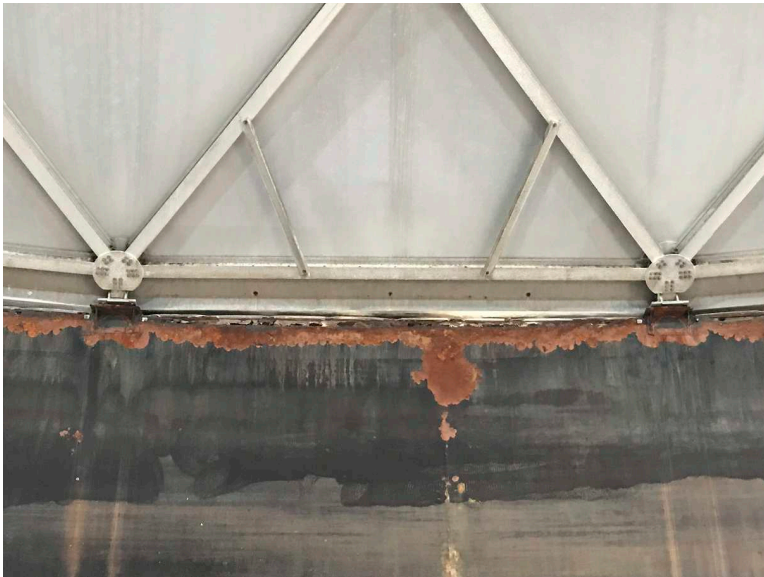
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WWTP Rehabilitation

West Surge Tank Corrosion Issues

September 19, 2019 at 9:02:36 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

September 19, 2019 at 9:02:29 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

September 19, 2019 at 9:02:20 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

September 19, 2019 at 9:02:11 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

September 19, 2019 at 9:02:05 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

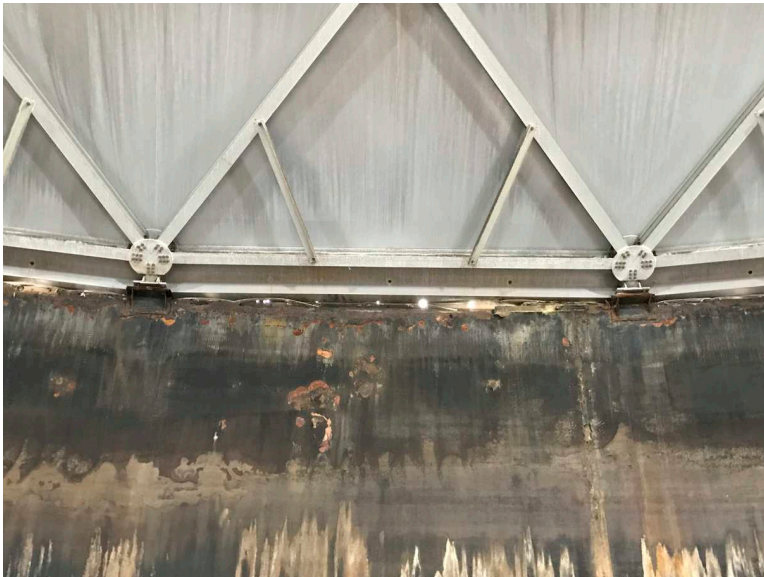
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WWTP Rehabilitation

West Surge Tank Corrosion Issues

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WWTP Rehabilitation

West Surge Tank Corrosion Issues

September 19, 2019 at 9:01:40 AM



WWTP Rehabilitation

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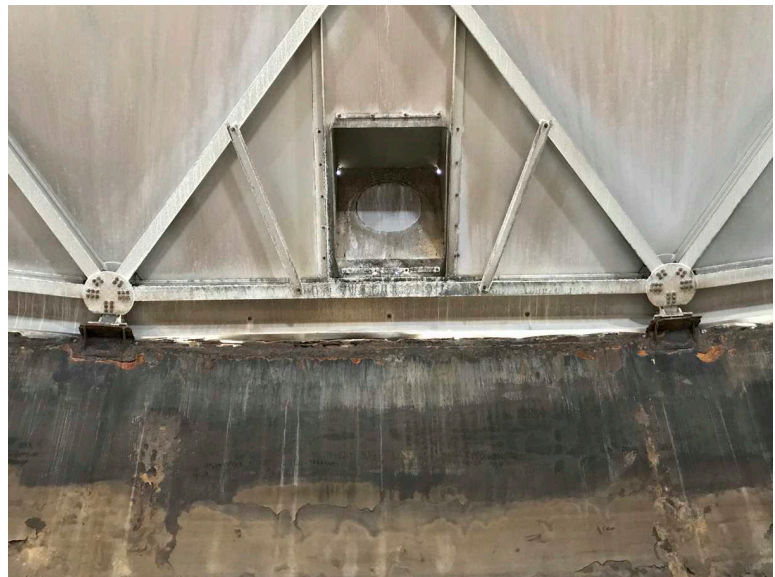
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WWTP Rehabilitation

West Surge Tank Corrosion Issues

September 19, 2019 at 9:01:21 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

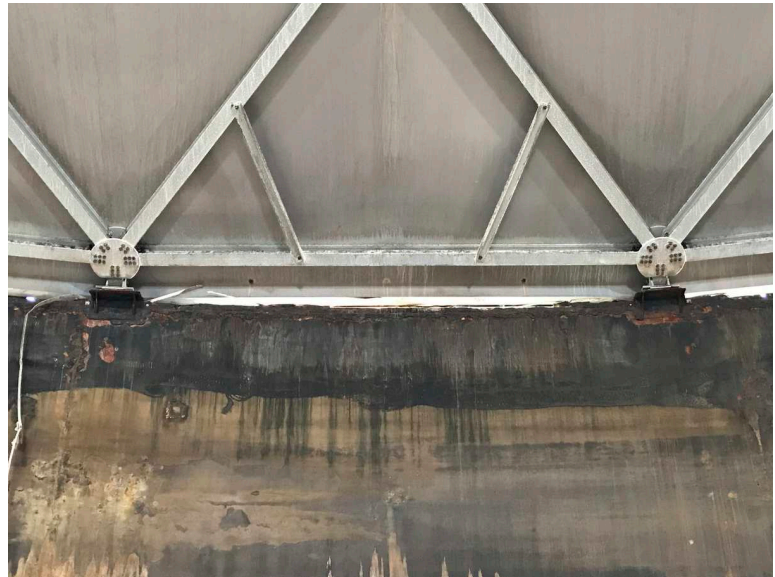
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WWTP Rehabilitation

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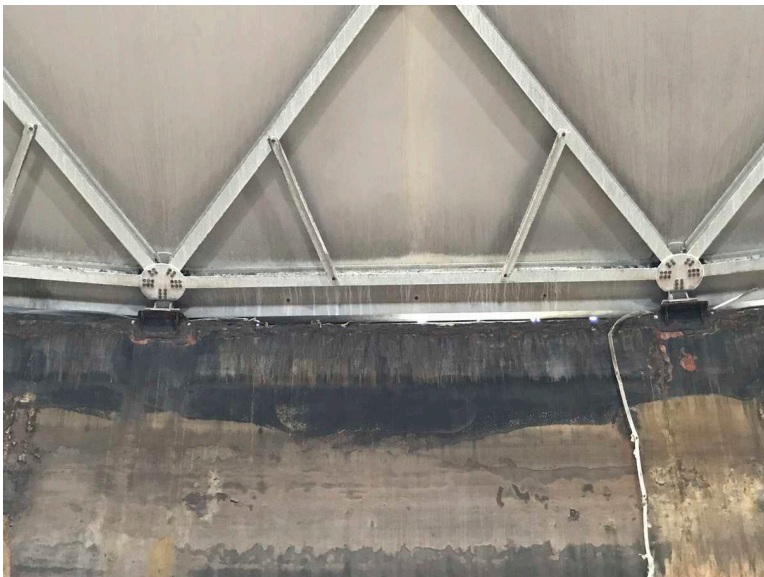
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WWTP Rehabilitation

West Surge Tank Corrosion Issues

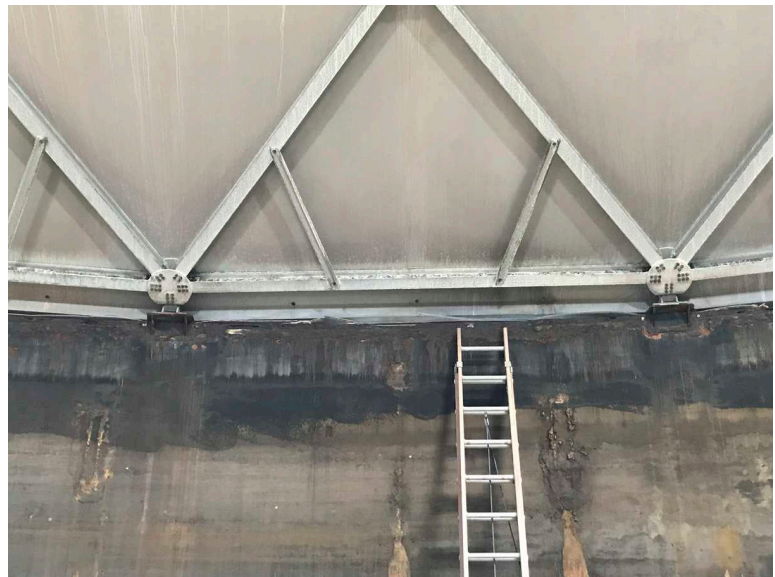
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WWTP Rehabilitation

West Surge Tank Corrosion Issues

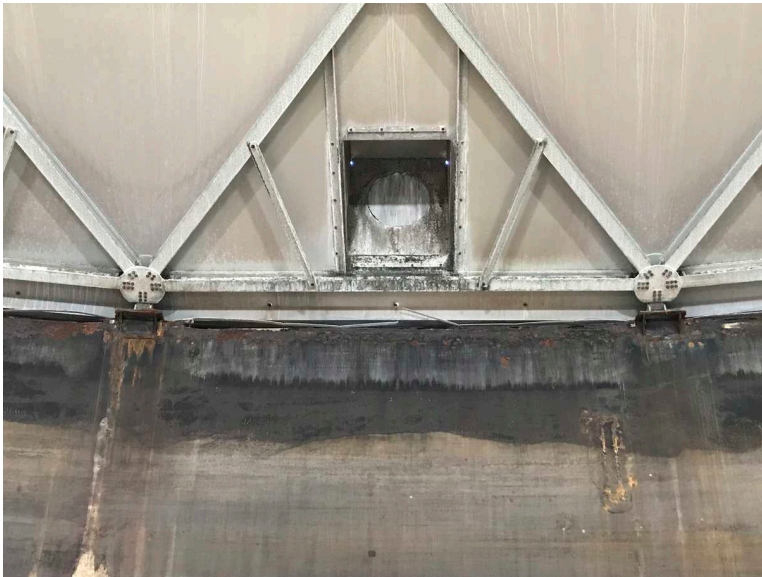
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WWTP Rehabilitation

West Surge Tank Corrosion Issues

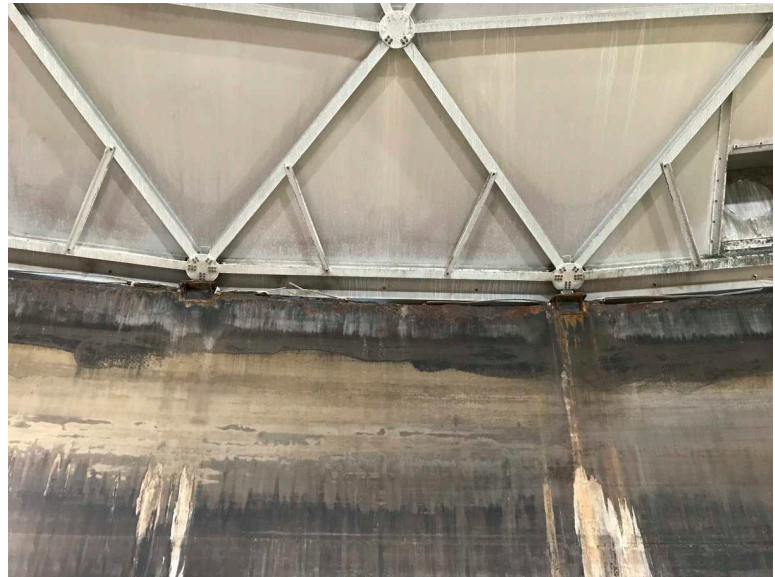
September 19, 2019 at 9:00:22 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

September 19, 2019 at 9:00:13 AM



WWTP Rehabilitation

West Surge Tank Corrosion Issues

September 19, 2019 at 9:00:02 AM



WWTP Rehabilitation

West Surge Tank (Excess Grit)

May 29, 2019 at 10:36:07 AM



WWTP Rehabilitation

West Surge Tank (Excess Grit)

May 29, 2019 at 10:35:55 AM



WWTP Rehabilitation

West Surge Tank (Excess Grit)

May 29, 2019 at 10:35:50 AM



13975 Pembroke Rd

SW 142nd Ave

East Surge Tank

West Surge Tank

SW 141st Ave

SW 16

Pembr



BASIS OF DESIGN MEMORANDUM

ECKLER ENGINEERING, INC.

4700 Riverside Drive, Suite 110
Coral Springs, Florida 33067
CA. NO. 7803

Project:	Pembroke Pines WWTP Rehab – Phase 1	Date:	July 31, 2019
Reference:	Evaluation and Preliminary Design Memorandum	EEL Pro. No.:	243-002.13
Prepared By:	Christopher Makransky, E.I.	Reviewed By:	Douglas K Hammann, P.E.

A. SITE VISIT

On July 1, 2019 Eckler Engineering conducted a site visit to the Pembroke Pines Wastewater Treatment Plant. Present also was structural engineer Gene Sanders and Cardinal Contractors. The purpose of the site visit was to evaluate the interior of the West Surge Tank and provide recommendation of rehabilitation requirements. This site visit was subsequent to West Surge Tank coating evaluations by Service Contracting Solutions and Florida Protective Coatings Consultants, Inc, on May 17, 2019, and June 27, 2019, respectively. Both parties agree that majority of existing interior coating below the top 12 inches is in tightly adhered condition. For complete reports, see Attachments herein.

B. EVALUATION

Overall, the steel walls, concrete floor, and coatings appeared to be good condition, however there was noticeable corrosion in some areas that needs to be addressed. The top 4-12 inches of steel wall is corroded along the entire perimeter of the tank. Corrosion has also affected the beam seats which connect the tank wall to its geodesic dome. Lastly, there are several noticeable corrosion spots scattered throughout the entirety of the tank wall.

C. RECOMMENDATION

Eckler Engineering recommends the procedures detailed by Florida Protective Coatings Consultants, Inc, in Attachment 1, in addition to the following:

- Prior to any work, ensure conformance with all relevant rules and regulations.

- Prior to coating, cut and replace the top 12 inches of steel wall along the entire perimeter. Using AWS-certified welder, weld new sections prior to cutting the next section. Repair/replace corroded dome beam seat angles in like kind. Support the dome as necessary during all steel replacement.
- Remove/replace any noticeable corroded steel along the entire height of the steel wall.

To clarify pre-coating surface preparation, all surfaces shall be pressure washed to clean. All new steel will be sand-blasted to near-white. Existing metal will be sweep cleaned to create a surface profile for coating application.

D. SITE VISIT PHOTOS

Below are captioned photos taken during the site visit.



Figure 1: Steel Tank Wall

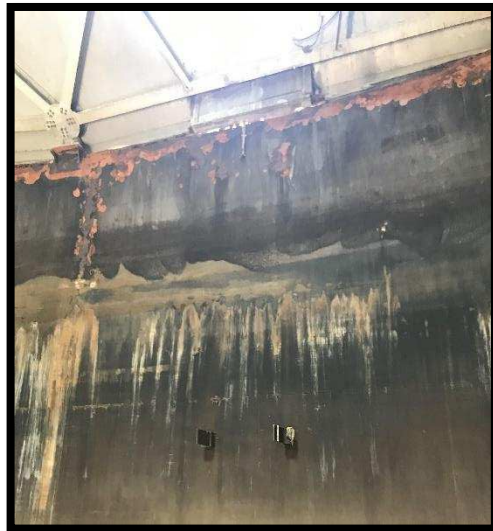


Figure 2: Steel Tank Wall Close Up



Figure 3: Dome Beam Seat Connection

E. APPLICABLE RULES AND REGULATIONS

Structural

National American Welding Society (AWS)

American Institute of Steel Construction (AISC)

National Association of Corrosion Engineers (NACE)

Sandblasting/Height Safety/Products Application

OSHA Abrasive Blasting

Broward County Environmental Protection and Growth Management Department
(BCEP&GMD)

F. ATTACHMENTS

Attachment 1: Florida Protective Coatings Consulting, Inc. - West Surge Tank Interior
Coatings Evaluation

Attachment 2: Service Contracting Solutions - West Surge Tank Interior Coatings
Evaluation

Attachment 1

Florida Protective Coatings Consulting, Inc. - West Surge Tank Interior Coatings Evaluation

FLORIDA PROTECTIVE COATINGS CONSULTANTS, INC.
INDEPENDENT REPRESENTATIVE OF TNEPEC COMPANY INCORPORATED

250 WAYMONT COURT, SUITE 210 LAKE MARY, FL 32746 TEL: 407-322-1243 FAX: 407-322-1245 WWW.TNEPEC.COM

June 27, 2019

Cardinal Contractors, Inc. | Primoris Mechanical Contractors
13790 NW 4th St. Suite 109
Sunrise, FL 33325

Attn: Mr. Juan Gonzalez

Pembroke Pines WWTP – West Surge Tank Interior Coatings
Visit to Determine State of Existing Coating Systems

Juan,

This letter is written in regards to the findings of the existing coating systems on the interior of the West Surge Tank at the Pembroke Pines WWTP. You, Fred, and I observed the interior on June 25th at approximately 2:00pm, after Service Contracting Solutions Pressure Cleaned the interior upper sections of the tank.

The tank's concrete floor is uncoated and appears to be in excellent condition.

The interior walls are visually in moderate/good condition with excessive corrosion and pitting taking place in the upper 1 foot of the walls, where the dome meets the shell. Noticeable holes were evident in a few small spots. The middle and lower steel sections were in good condition with minor corrosion in localized areas, mostly on the weld seams.

Dry Film Thickness readings were obtained from random areas and averaged about 18.0 mils, with a range from 14.0 – 22.0 mils. The testing instrument used to perform this test was a PosiTest DFT Coating Thickness Gage Version 3.0(dual probe).

I performed an adhesion test in three random areas on the lower portion of the tank in accordance with ASTM D6677 Adhesion Testing by Knife. The existing coating was tight and well-adhered, found to have adequate adhesion strength and integrity. Since the existing coating was very difficult to remove, additional adhesion testing was not performed.

Coating Recommendation:

Surface Preparation: Pressure wash to clean all surfaces to be coated.

Abrasive Blast Clean all bare steel, rust, corrosion, loose coating, and other contaminants in accordance with SSPC-SP10/NACE No.2 Near-White Blast Cleaning.

All well-adhered coatings shall be Sweep Abrasive Blast Cleaned with fine abrasive and low pressure to create a surface profile and remove surface contaminants.

Existing coating edges shall be feathered.

Spot Prime: Apply (1) coat of Tnemec Series 1 Omnithane at a rate of 2.5 – 3.5 mils DFT.

Stripe Coat: Apply (1) coat by brush or roller of Tnemec Series N69 HI Build Epoxoline at a rate of 4.0 – 6.0 mils DFT, to all welds, edges, bolts, etc...

Pitt Filler: Apply Tnemec Series 215 Surfacing Epoxy to fill all pits, voids, and irregularities in the steel.

Coating System: Apply (2) coats of Tnemec Series 46H-413 HB Tneme-Tar at a rate of 8.0 – 10.0 mils DFT, per coat.

Notes and limitations:

- Tnemec Series 1 Omnithane has a (1) year maximum recoat window.
- Tnemec Series 215 Surfacing Epoxy has a (14) day maximum recoat window at 95 degrees.
- Tnemec Series N69 HI Build Epoxoline has a (60) day maximum recoat window.
- Tnemec Series 46H-413 HB Tneme-Tar has a (14) hour maximum recoat window at 95 degrees.
- Allow a minimum (5) days at 95 degrees to cure before placing into service.

I've attached photos below for reference.

As always, it's good painting practice to apply a mockup with a portion of the surface preparation exposed for confirmation and acceptance by all parties. This benchmark will set a standard and confirm proper surface preparation, coating system thickness, applications, and adhesion.

If you need anything or have any questions, please don't hesitate to call.

Best Regards,



Blake Holmes | Coatings Consultant
FPCCI / TNEMEC
(954)648-2787
NACE Coating Inspector Cert. #68739



Figure 1: Visual of corrosion on upper wall sections, with noticeable hole

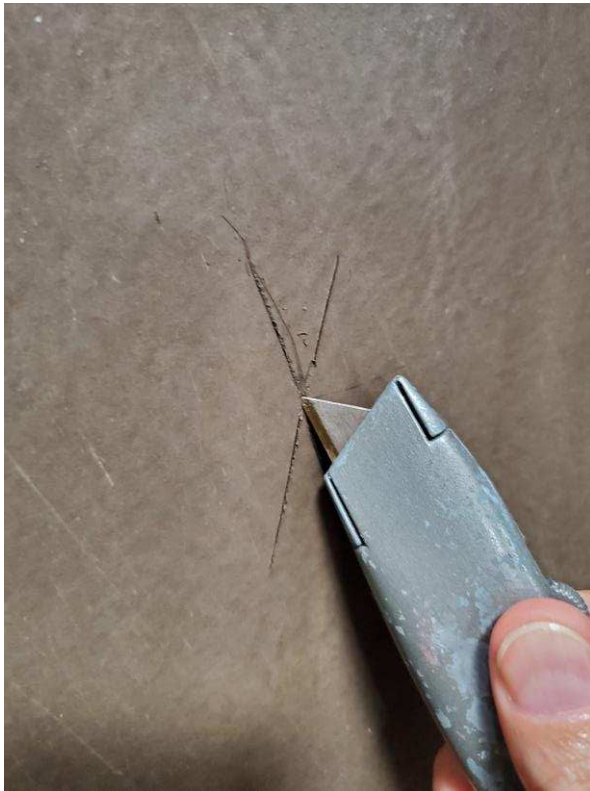


Figure 2: ASTM D6677. Resulting in a Pass



Figure 3: DFT Reading



Figure 4: Interior Visual

Attachment 2

Service Contracting Solutions - West Surge Tank Interior Coatings Evaluation

Service Contracting Solutions

Field Assessment Report

Pembroke Pines Digester Interior

05-17-2019

NACE Inspector: George Avendano



Photograph 1: Digester Interior

Field Investigation

Visual:

I entered the tank and walked clockwise around the interior perimeter of the tank wall. This inspection is being done from ground level however the corrosion located around the top perimeter of the interior is very evident. There are several areas on the walls where chemical staining and rust is visible on and thru the coating.

Wastewater tanks covered with geo domes experience concentrated levels of hydrogen sulfide gas that turns into H_2SO_4 as it interacts with condensation buildup on the dome. The yellow staining on the pictures below that turns to rusted steel under the dome to tank connections provides evidence of coating degradation due to chemical exposure.

The existing coating overall is intact and tightly adhered short of the upper wall portions. I found no visual signs of large areas of loose coatings that would cause concern or require complete removal.

To properly inspect the top wall plate and dome connection brackets it will need to be pressure washed and decontaminated. This can be done when scaffolding is set up for cleaning and coating of the tank. These areas appear to be heavily corroded. See picture 1.

Coating Thickness:

The Dry Film thickness was measured using a Quanix dry film gage that was calibrated prior to and after use with the National Institute of Standards and Technologies (NTST) standards.

Elevation	North	East	South	West	Opening
1-2'	20	25	21	22	24
2-5'	22	20	23	21	23
5'-8'	22	17	20	23	21



Picture 2: Adhesion and coating thickness.

Summary:

Overall it is recommended that the interior tank coating be cleaned, spot primed, and completely over coated. The original Tnemec system is not suitable for immersion service when over coating tightly adhered existing coatings. We recommend spot priming with PPG Amerlock 2 @ 4.0-6.0 Mils DFT and top coating with Inflow Solutions RS @ 60 Mils DFT. This system is compatible for over coating the existing coal tar and is designed for use in severe waste water environments and Hydrogen Sulfide attack. The Inflow Solutions RS would be provided as a no cost change to the previous TNEMEC system.

The scaffolding set up, cleaning process, SP-10/SP-7 blasting, spot priming, and coating application will take between 5 to 6 weeks from the point we start building scaffolding.

We can also provide a Lee County reference that is familiar with the Inflow Solutions material on multiple wastewater tanks.

Additional Recommendation:

It is also recommended that metallic epoxy polymer drip stops are applied to the wall connecting geo dome beams roughly 1' to 2' from the perimeter wall. This will limit the concentrated acid attack that is currently running down the beams to the top of the wall surfaces and connection braces. The drip stops will divert the acidic condensation to fall prior to reaching the perimeter wall. This was not part of the original quote however we can provide pricing during the cleaning and surface preparation of the tank.

Sincerely,

George Avendano

5/30/2019

FLORIDA PROTECTIVE COATINGS CONSULTANTS, INC.
INDEPENDENT REPRESENTATIVE OF TNEPEC COMPANY INCORPORATED

250 WAYMONT COURT, SUITE 210 LAKE MARY, FL 32746 TEL: 407-322-1243 FAX: 407-322-1245 WWW.TNEPEC.COM

December 17, 2019

Cardinal Contractors, Inc. | Primoris Mechanical Contractors
13790 NW 4th St. Suite 109
Sunrise, FL 33325

Attn: Mr. Juan Gonzalez

Pembroke Pines WWTP – East Surge Tank Interior Coatings
Visit to Determine State of Existing Coating Systems

Juan,

This letter is written in regards to the findings of the existing coating systems on the interior of the East Surge Tank at the Pembroke Pines WWTP. George Avendana and I observed the interior on December 16th at approximately 8:00am.

The tank's concrete floor is coated and appears to be in good condition. There are (6) square spots where concrete pedestals or bases were clearly chipped out, and remain uncoated. A previous grout injection was performed on the existing cracks throughout.

The interior walls are visually in moderate/good condition with excessive corrosion and pitting taking place in the upper 1 foot of the walls, where the dome meets the shell. Localized corrosion was noticeable on the chime welds throughout the tank.

Dry Film Thickness readings were obtained from random areas and averaged about 29.0 mils DFT, with a range from 28.0 – 30.0 mils. The testing instrument used to perform this test was a PosiTest DFT Coating Thickness Gage Version 3.0(dual probe).

I performed an adhesion test in three random areas on the lower portion of the tank in accordance with ASTM D6677 Adhesion Testing by Knife. The existing coating was tight and well-adhered, found to have adequate adhesion strength and

integrity. Since the existing coating was very difficult to remove, additional adhesion testing was not performed.

Before proceeding with a coating remediation, I suggest a structural Engineer evaluate the dome's integrity and stability due to heavy corrosion.

Coating Recommendation:

Surface Preparation: Pressure wash to clean all surfaces to be coated.

Abrasive Blast Clean all bare steel, rust, corrosion, loose coating, and other contaminants in accordance with SSPC-SP10/NACE No.2 Near-White Blast Cleaning.

All well-adhered coatings shall be Sweep Abrasive Blast Cleaned with fine abrasive and low pressure to create a surface profile and remove surface contaminants.

Existing coating edges shall be feathered.

Spot Prime: Apply (1) coat of Tnemec Series 1 Omnithane at a rate of 2.5 – 3.5 mils DFT.

Stripe Coat: Apply (1) coat by brush or roller of Tnemec Series N69 HI Build Epoxoline at a rate of 4.0 – 6.0 mils DFT, to all welds, edges, bolts, etc...

Pitt Filler: Apply Tnemec Series 215 Surfacing Epoxy to fill all pits, voids, and irregularities in the steel.

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Notes and limitations:

- Tnemec Series 1 Omnithane has a (1) year maximum recoat window.
- Tnemec Series 215 Surfacing Epoxy has a (14) day maximum recoat window at 95 degrees.
- Tnemec Series N69 HI Build Epoxoline has a (60) day maximum recoat window.

- Tnemec Series 46H-413 HB Tnome-Tar has a (14) hour maximum recoat window at 95 degrees.
- Allow a minimum (5) days at 95 degrees to cure before placing into service.

As always, it's good painting practice to apply a mockup with a portion of the surface preparation exposed for confirmation and acceptance by all parties. This benchmark will set a standard and confirm proper surface preparation, coating system thickness, applications, and adhesion.

If you need anything or have any questions, please don't hesitate to call.

Best Regards,

A handwritten signature in black ink, appearing to read 'Be AL', is positioned above the printed name.

Blake Holmes | Coatings Consultant
FPCCI / TNEMEC
(954)648-2787
NACE Coating Inspector Cert. #68739

SECTION 09900

PROTECTIVE COATINGS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section covers the work required to provide all labor, materials, equipment and incidentals to perform all of the necessary surface preparation and painting required to complete this contract in its entirety.
- B. It is the intent of these Specifications to paint all concrete, exposed miscellaneous metal, pipe, fittings, valves, equipment and all other work required to be painted unless otherwise specified. Minor items omitted in the schedule of work shall be included in the work of this Section where they come within the general intent of the specifications as stated herein.
- C. The following surfaces or items are "NOT" required to be coated:
 - 1. Aluminum: gratings, checkered plates, hatches, handrails, toe boards, stairways and walkways
 - 2. Stainless steel, brass, bronze, and aluminum other than exposed tubing
 - 3. Piping buried in the ground or embedded in concrete
 - 4. Ducts, pipes and other miscellaneous items covered with insulation or plastic coated
 - 5. Concealed surfaces of pipe or crawl spaces
 - 6. Finish hardware
 - 7. Nonferrous architectural metals, unless specifically noted otherwise
 - 8. Packing glands and other adjustable parts and nameplates of mechanical equipment
 - 9. Exterior concrete slabs and equipment

1.02 RELATED SECTIONS

- A. Section 15062 – DIP Pipe and Fittings
- B. Section 15100 – Valves and Appurtenances
- C. Section 15140 – Pipe Hangers and Supports

1.03 ABBREVIATIONS

The abbreviations and definitions listed below, when used in this Section, shall have the following meanings:

ANSI	American National Standards Institute
ASTM	American Society of Testing Materials
AWWA	American Water Works Association
DFT	Dry Film Thickness
FPP	Fiberglass Reinforced Plastic
HCl	Hydrochloric Acid
MDFT	Minimum Dry Film Thickness
MDFTPC	Minimum Dry Film Thickness Per Coat
mil	Thousandths of an Inch
MIL-P	Military Specification - paint
NACE	National Association of Corrosion Engineers
NSF	National Sanitary Foundation
OSHA	Occupational Safety and Health Act
SFPG	Square Feet Per Gallon
SFPGPC	Square Feet Per Gallon Per Coat
SP	Surface Preparation
SSPC	the Society for Protective Coatings

1.04 SUBMITTALS

- A. Submittals will be made with the coating system data sheet included at the end of this section.
- B. The following shall be submitted for each proposed coating system: manufacturer's specifications, surface prepared details, application procedures, technical data sheets, and dry film thickness or coverage.
- C. Unless otherwise specified, hereinafter and before any painting work is started prepare with type of paint and application specified, and on similar substrate, to which paint is to be finally applied, samples not less than 8" in size.
- D. Furnish additional samples as required until colors, finishes and textures are acceptable. Retain accepted samples to be used as the quality standard for final finishes.
- E. Before proceeding with the work under this Section, finish one complete space or item of each color scheme required showing selected colors, finishes and textures are acceptable. Retain accepted samples to be used as the quality standard for final finishes.
- F. Schedule of Painting Operations: The Contractor shall submit for review a complete schedule of painting operations 30 days from the notice to proceed.

1.05 QUALITY ASSURANCE

- A. The paint manufacturer shall provide a representative to visit the job site at intervals during surface preparation and painting may be required for product application quality assurance and to determine compliance with manufacturer's instructions and these Specifications, and may be necessary to resolve field problems attributable to, or associated with, the manufacturer's products furnished under this Contract.

- B. A site visit report shall be prepared and submitted by paint manufacturer's representative documenting compliance with the manufacturer's recommended applications.

1.06 INSPECTION

- A. The Contractor shall give the Engineer a minimum of three days advance notice of the completion of any surface preparation work or start of coating application work.
- B. Before application of the prime coat and each succeeding coat, all surfaces to be painted shall be inspected by the Engineer. Any and all defects or deficiencies shall be corrected by the Contractor before application of any subsequent coating.
- C. Coating applications shall be checked for required MDFT as per these specifications. All coated surfaces failing to meet the MDFT requirements shall be rejected.
- D. For all coatings subject to immersion, full cure must be obtained for the completed system. Consult the coatings manufacturer's written instructions for these requirements. The coatings shall not be immersed for any purpose until completion of the curing cycle.
- E. Inspection by the Engineer of the waiver of inspection of any particular portion of the work shall not be construed to relieve the Contractor of his responsibility to perform the work in accordance with these specifications.

1.07 PAINT DELIVERY AND STORAGE

All materials shall be new and shall be delivered to the project site in unopened containers that plainly show, at the time of use, the designated name, date of manufacturer, color, and name of manufacturer. Paints shall be stored in a suitable protected area that is heated or cooled as required to maintain temperatures within the range recommended by the paint manufacturer.

1.08 PROJECT SITE CONDITIONS

The local agency having jurisdiction may require observance and conformance with EPA Volatile Organic Compound (VOC) restrictions. EPA limits the content of VOC's in painting materials to 2.5 lb/gallon. Information regarding the VOC content of proposed paints will be required during submittals.

1.09 WARRANTY

Contractor shall warrant to the Owner and guarantee the work under this Section against defective workmanship and materials for a period of two years commencing on the date of Final Acceptance of the Work. This warranty does not alleviate the Contractor or supplier of implied or other specified or written warranties for long term product quality.

PART 2 - PRODUCTS

2.01 GENERAL

Products containing lead will not be allowed. Oil shall be pure boiled linseed oil.

2.02 PAINT MATERIALS

- A. Products shall be as manufactured by Tnemec Company, Inc., Kerneos Aluminate Technologies or approved equals.
- B. The following paint products are by Tnemec Company, Inc. and Kerneous, as applicable, and are used for the basis of establishing the desired quality expected for the project.

<u>Product Type</u>	<u>Company</u>	<u>Product Name</u>
Coal Tar Epoxy	Tnemec	Series 46H-413 HB TnemeTar
Cycloaliphatic Epoxy (Non Potable)	Tnemec	Series 104 H.S. Epoxy
MIO/ZINC MCU	Tnemec	Series 1 Omnithane
Polyamide Epoxy	Tnemec	Series 66HS Epoxoline
Aliphatic Polyurethane	Tnemec	Series 1095 EnduraShield
Modified MCU	Tnemec	Series 446 PermaShield MCU
Styrenated Acrylate	Tnemec	Series 156 EnviroCrete
Mortar	Kerneos	Supercoat PG

2.03 COLORS

- A. Provide as selected by the Owner.
- B. Formulate with colorants free of lead, lead compounds, or other materials which might be affected by presence of hydrogen sulfide or other gas likely to be present at the project.
- C. Proprietary identification of colors is for identification only. Any authorized manufacturer may supply matches.

2.04 TESTING GAUGES

- A. Furnish a magnetic type dry film thickness gauge, to test coating thickness specified in mils, as manufactured by:
 - 1. Nordson Corp., Anaheim, CA, Mikrotest
 - 2. Or equal
- B. Furnish an electrical holiday detector, low voltage, wet sponge type to test finish coat, except zinc primer, high-build elastomeric coatings, and galvanizing, for holidays and discontinuities as manufactured by:
 - 1. Tinker and Rasor, San Gabriel, CA, Model M-1
 - 2. Or equal
- C. Furnish a high voltage holiday detector for elastomeric coatings in excess of 25 mils dry film thickness. Unit to be recommended by the coatings manufacturer.

PART 3 - EXECUTION

3.01 PROTECTION OF SURFACES NOT TO BE PAINTED

- A. Mask or otherwise protect hardware, lighting fixtures, switch plates, aluminum surfaces, machined surfaces, couplings, shafts, bearings, nameplates and other surfaces not intended to be painted which cannot be removed.
- B. Provide drop cloths to prevent paint materials from falling on or marring adjacent surfaces.
- C. Protect working parts of mechanical and electrical equipment from damage during surface preparation and painting processes. Openings in motors shall be masked to prevent paint and other materials from entering motors.

3.02 ENVIRONMENTAL CONDITIONS

- A. Coatings shall not be applied in temperature exceeding the manufacturer's recommended maximum and minimum allowable, nor under adverse conditions such as dust, smoke-laden atmosphere, damp or humid weather.

3.03 SAFETY

- A. Coating shall be performed in strict accordance with the safety recommendations of the coating manufacturer; with the safety recommendations of the National Association of Corrosion Engineers contained in the publication, Manual for Painter Safety; federal, state and local agencies having jurisdiction.
- B. Ultimate responsibility for safety is Contractor's.

3.04 PREPARATION OF SURFACES

- A. All surfaces to be coated shall be prepared as specified herein and shall be pressure cleaned, free of loose coatings, prepared as indicated below, clean, and dry before coating. Specific surface preparation shall be specified for the individual coating systems.
- B. Steel shall be blasted unless otherwise specified. Blasting shall be done with a centrifugal wheel or compressed air blasting equipment, using proper abrasives to attain an average profile depth of 1.5 mils.

Do not re-use sand or flint abrasives. Short abrasives must be thoroughly clean of contamination before re-use. Blow dust and grit from surface with clean, dry air. Coat within 8 hours or before rust contamination occurs.
- C. All concrete shall have cured for 28 days.

3.05 COATING SYSTEM INDEX

The following is a general index to the coating system description described herein:

System No.	Title
1	Exterior of New Concrete
2	Interior of New Valve Vaults, Air Release Structures
3	Exposed Metal Highly Corrosive
4	Submerged Metal - Domestic Sewage
5	Exposed Metal and DIP - Moderate Corrosive Conditions
6	Exposed Fiberglass and PVC Piping
7	UV Exposed Concrete

3.06 COATING SYSTEMS

A. System No. 1 Exterior of New Concrete Structures, Valve Vault, Wet Well

Surface Preparation: All curing oils, form oils, laitance, soluble salts and loose concrete must be removed. Concrete must be dry and thoroughly clean before coatings.

Prime Coat: None required.

Top Coat: Coal tar epoxy at 8.0 mils DFT per coat.

MDFT: 16 mils DFT for two-coat system. Allow minimum of 24 hours drying time between coats.

B. System No. 2 – Interior of New Valve Vaults, Air Release Structures

Surface Preparation: Concrete: All curing oils, form oils, laitance, soluble salts and loose concrete must be removed in accordance with SSPC-SP13(Surface Preparation of Concrete). Concrete must be dry and thoroughly clean before coatings. Concrete shall be cured 28 days, brush off blast. Refer to the Manufacturer's Product Data Sheet for ICRI CSP Requirement.

Filler/Surfacer: Concrete substrate surface with cracks and/or voids greater than ½" in depth or width or areas where underlying aggregate has been exposed shall be patched with filler and surfacer. Material shall be applied in accordance with the manufacturer's application instructions.

Prime Coat: Tnemec Series 104 HB Epoxy, 8.0 – 10.0 mils DFT.

Top Coat: Tnemec Series 104 HB Epoxy, 8.0 – 10.0 mils DFT.

MDFT: Minimum 12.0 mils MDFT cycloaliphatic epoxy system. Time between coats and method of application shall be as per manufacturer's written instructions.

Color: First Coat – Beige
Second Coat – Gray

C. System No. 3 – Exposed Metal – Highly Corrosive

Surface Preparation: Abrasive blast clean to an SSPC-SP10 (near white metal).

Prime Coat: Series 1 Omnithane at 2.5 – 3.5 mils DFT.

Intermediate Coat: Series 446-1223 Red PermaShield MCU at 6.0 – 8.0 mils DFT.

Top Coat: Series 446-1222 Gray PermaShield MCU at 6.0 – 8.0 mils DFT.

MDFT: 14.5 mils DFT for three-coat system.

Color: As selected by Owner from manufacturer's standard available colors.

D. System No. 4 – Submerged Metal – Domestic Sewage, Pump Station Wet Well Piping

Surface Preparation: Abrasive blast or centrifugal wheel blast, SSPC-SP5.

Prime Coat: Series 1 Omnithane at 2.5 – 3.5 mils DFT.

Intermediate Coat: Series 446-1223 Red PermaShield MCU at 6.0 – 8.0 mils DFT.

Top Coat: Series 446-1222 Gray PermaShield MCU at 6.0 – 8.0 mils DFT.

MDFT: 14.5 mils DFT for three-coat system.

Color: As selected by Owner from manufacturer's standard available colors.

E. System No. 5 – Exposed Metal and DIP – Moderate Corrosive Conditions, Exterior of Tanks, Steel Supports, Valve Pit Piping, Valves, etc.

Surface Preparation: Abrasive blast, SSPC-SP7 (brush-off blast clean). Or Power Tool Clean, SSPC-SP3. Must have a 1.5 mil Profile.

Spot Prime: Series 66HS Epoxoline at 4.0 – 6.0 mils DFT.

Prime Coat: Series 66HS Epoxoline at 3.0 – 5.0 mils DFT.

Top Coat: Series 1095 EnduraShield at 3.0 – 5.0 mils DFT.

MDFT: 11.0 mils DFT for three coats.

F. System No. 6 – Exposed Fiberglass and PVC Piping

Surface Preparation: Hand or Power Tool Cleaning, SSPC-SP2/SSPC-SP3 Must have a 1.5 mil Profile.

Prime Coat: Series 66HS Epoxoline at 3.0 – 5.0 mils DFT.

Intermediate Coat: Series 66HS Epoxoline at 3.0 – 5.0 mils DFT.

Top Coat: Series 1095 EnduraShield at 3.0 – 5.0 mils DFT.

MDFT: 11.0 mils DFT for three coats.

G. System No. 7 – UV Exposed Concrete, Including Pipe Saddles and Interior of Pump Station Walls

Surface Preparation: Concrete: All curing oils, form oils, laitance, soluble salts and loose concrete must be removed. Concrete must be dry and thoroughly clean before coatings.

Prime Coat:	Series 1026 Enduratone at 2.0 – 3.0 mils DFT.
Top Coat:	Series 1026 Enduratone at 2.0 – 3.0 mils DFT.
MDFT:	Minimum 4.0 mils of DFT for two-coat Acrylic system. Time between coats and method of application shall be as per manufacturer's written instructions.

3.07 UNIDENTIFIES SURFACES

Any surfaces not specifically named in the schedule and not specifically accepted shall be prepared, primed and coated in the manner and with material consistent with these Specifications. The Engineer shall select which of the manufacturer's products, whether the type is indicated herein or not, shall be used for such unnamed surfaces. The painting shall be done within the scope of the contract.

3.08 WORKMANSHIP

- A. On metal surfaces apply each coat of paint at the rate specified by the manufacturer to achieve the minimum dry mil thickness required. If material has thickened or must be diluted for application by spray gun, the coating shall be built up to the same film thickness achieved with undiluted material. One gallon of paint as originally furnished by the manufacturer shall not cover a greater area when applied by spray gun than when applied unthinned by the application of an additional coat(s). On masonry, application rates will vary according to surface texture; however, in no case shall the manufacturer's stated coverage rate be exceeded. On porous surfaces, it shall be the painter's responsibility to achieve a protective and decorative finish either by decreasing the coverage rate or applying additional coats of paint.
- B. All safety equipment shall be painted in accordance with OSHA Standards as approved.
- C. Materials shall be mixed in proper containers of adequate capacity. All materials shall be thoroughly stirred before use and shall be kept stirred while using. No unauthorized thinners or other materials shall be added to any paint.
- D. Only skilled painters shall be used on the work and specialists shall be employed where required.
- E. Steel members, metal castings, mechanical and electrical equipment and other metals which are shop primed before deliver at the site will not require a prime coat on the job. All piping and other bare metals to be painted shall receive one coat of primer before exposure to the weather, and this prime coat shall be the first coat as specified in the painting schedule.
- F. Finish surfaces shall not show brush marks or other irregularities. Undercoats shall be thoroughly and uniformly sanded with No. 00 sandpaper or equal to remove defects and provide a smooth, even surface.

- G. Before final acceptance of the work, all damaged surfaces of coating shall be cleaned and repainted as directed by the Engineer.

3.09 APPLICATION SCHEDULE

- A. System No. 1 – Exterior of New Concrete – This system shall be used on the exterior of all new pre-cast concrete valve vaults, manholes, and constructed wetwell.
- B. System No. 2 – Interior of New Valve Vaults and Air Release Structures – This system shall be used in the interior of all new concrete valve vaults. Pre-cast concrete shall be coated prior to installation. Coating shall extend through the pre-cast joints.
- C. System No. 3 – Exposed Metal – Highly Corrosive – This system shall be used on all metal surfaces exposed to weather including equipment, conduits, piping, exposed metal frames and elsewhere as scheduled. Galvanized piping and aluminum hatches do not require painting.
- D. System No. 4 – Submerged Metal – Domestic Sewage, Pump Station Wet Well Piping – This system shall be used for wet well piping, wet well ferrous metals.
- E. System No. 5 – Exposed Metal and DIP – Moderate Corrosive Conditions, Exterior of Tanks, Steel Supports, Valve Pit Piping, Valves, etc. – This system shall be used for interior and exterior piping, structural steel and interior dry pit metals.
- F. System No. 6 – Exposed Fiberglass and PVC Piping – This system shall be used on UV exposed fiberglass and PVC piping.
- G. System No. 7 – UV Exposed Concrete – This system shall be used on the headworks structure area as specified in the contract drawings.

3.10 CLEANUP

- A. It shall be the responsibility of the Contractor to collect and dispose of property, all waste materials from the site in accordance with all requirements of the federal, state, and local environment protection agencies.
- B. At completion of the work, remove all paint where it has been spilled, splashed, splattered, sprayed, or smeared on all surfaces, including glass, light fixtures, hardware, equipments, painted and unpainted surfaces.
- C. After completion of all paintings, the Contractor shall remove from the job site all painting equipment, surplus materials and debris resulting from this work.

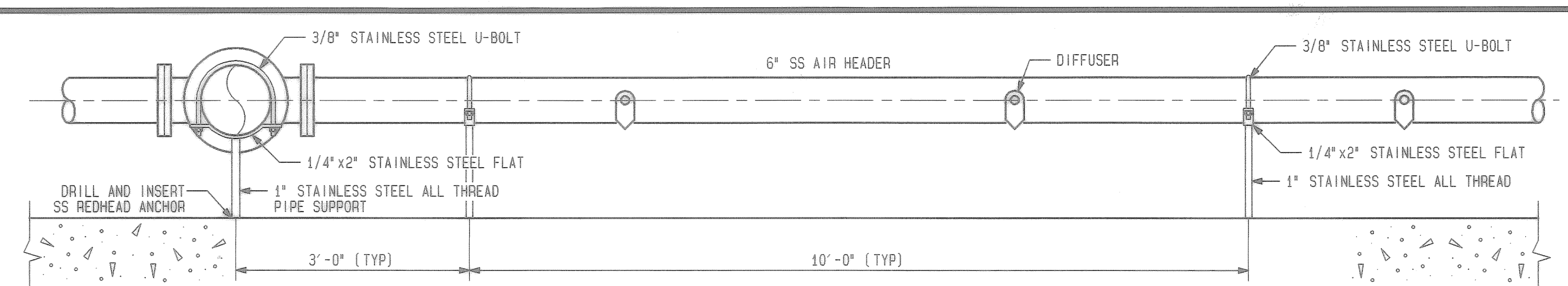
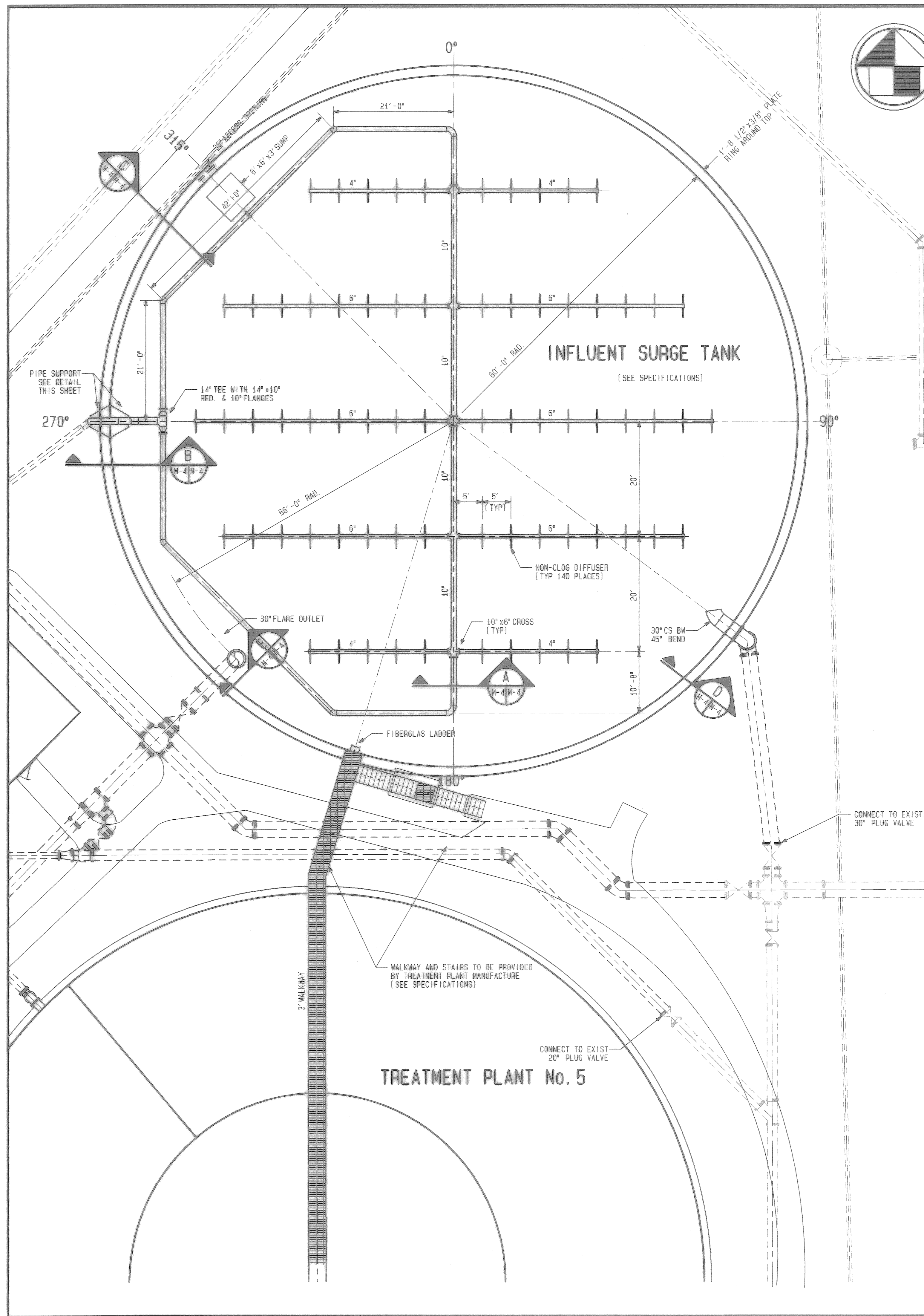
3.11 MANUFACTURER'S SERVICE

Furnish paint manufacturer representative to visit job site at intervals during surface preparation and painting as may be required for product application quality assurance, and to determine compliance with manufacturer's instructions and these specifications, and as may be necessary to resolve field problems attributable to, or associated with, manufacturer's products furnished under this Contract.

3.12 COATING SYSTEM DATA SHEET

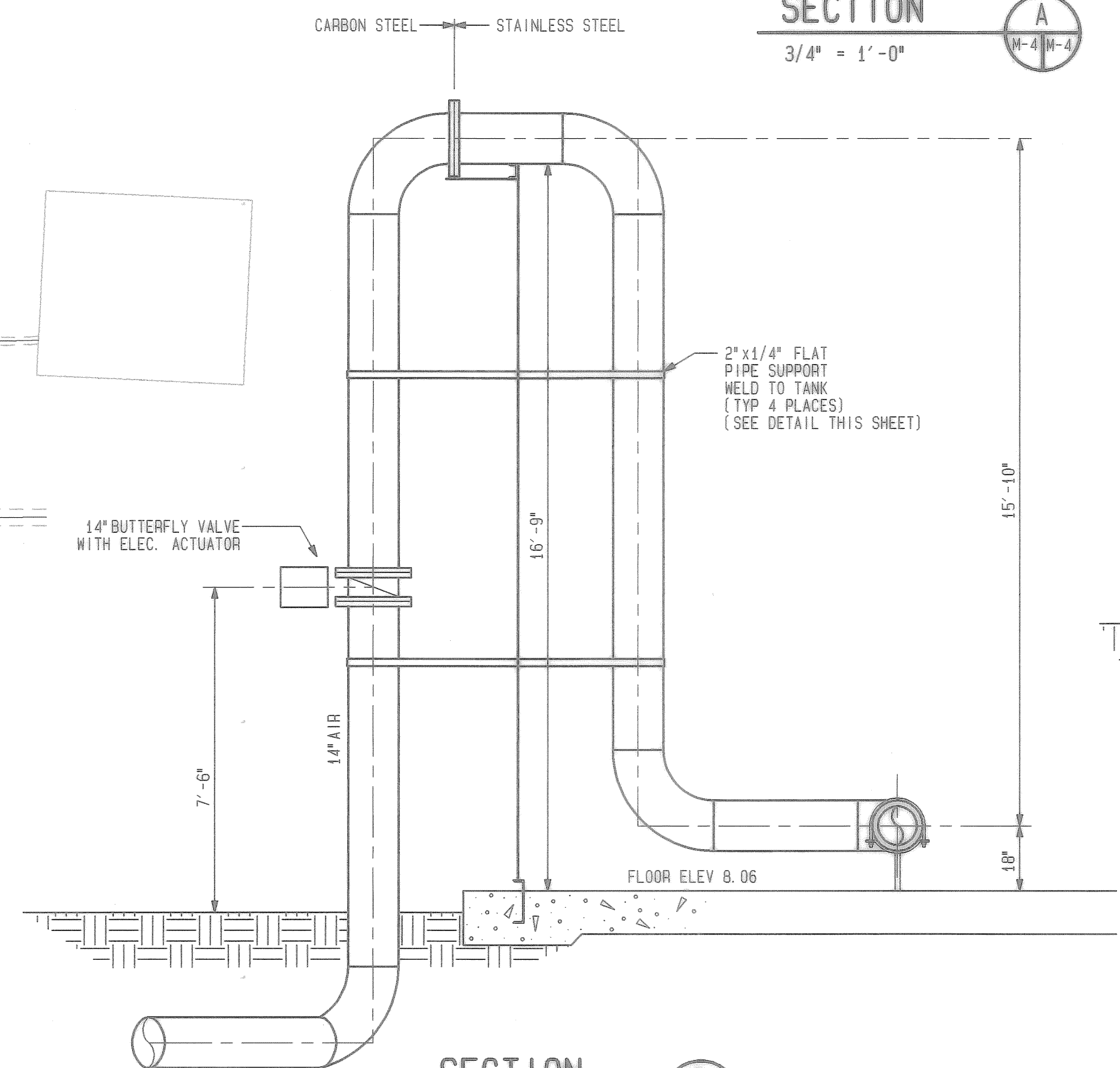
To be included with submittal. See form on next page.

END OF SECTION

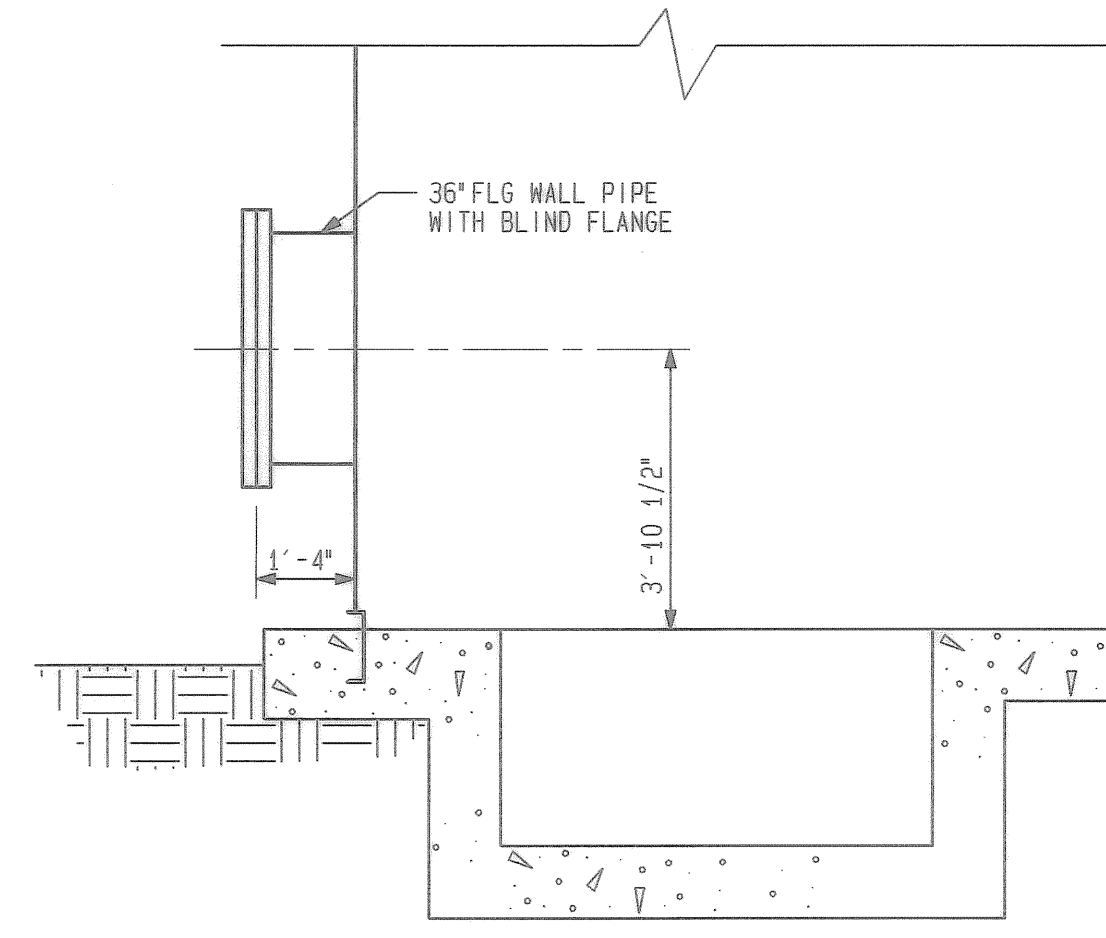


NOTE: 62 PIPE SUPPORTS (MIN) REQUIRED

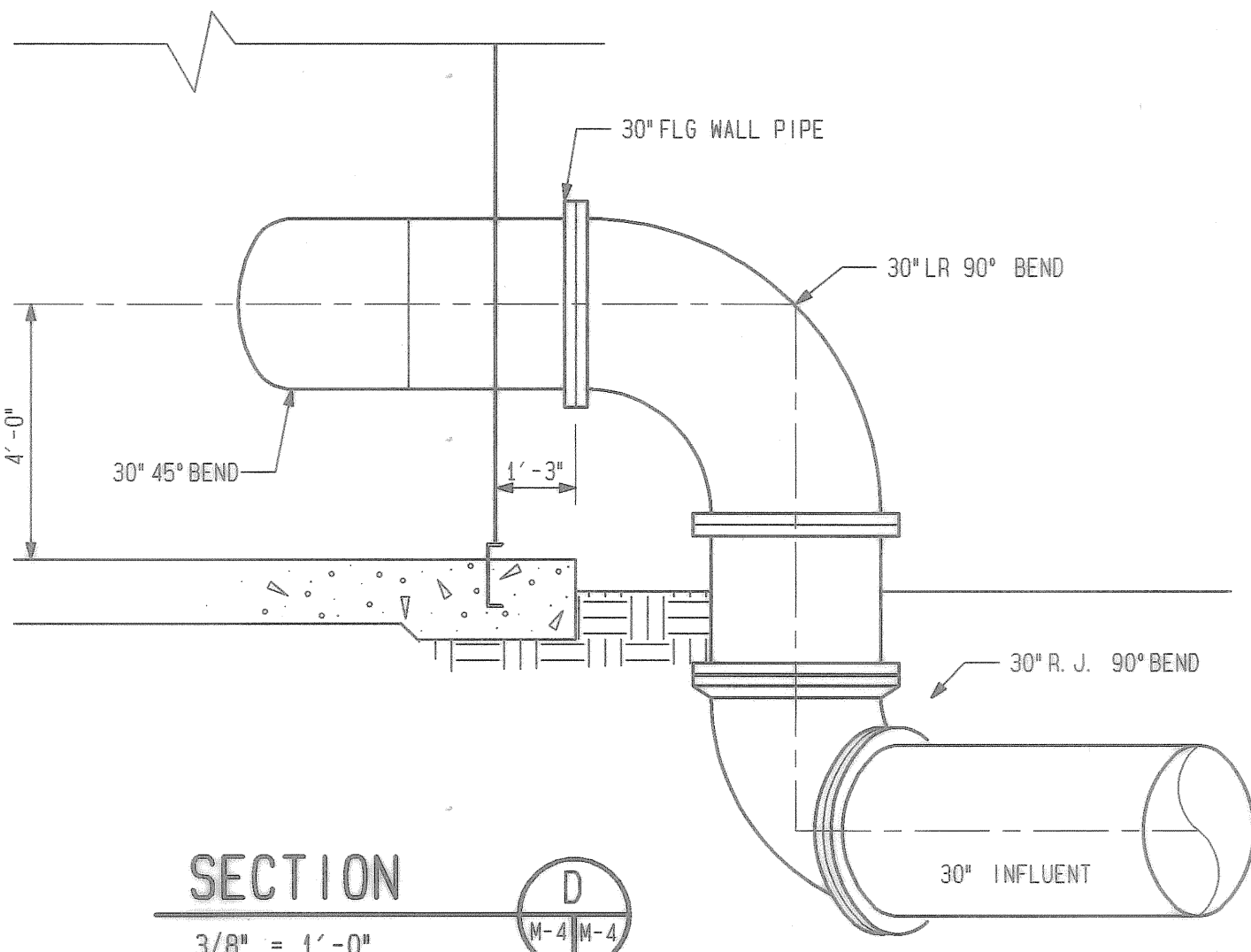
SECTION A
3/4" = 1'-0"



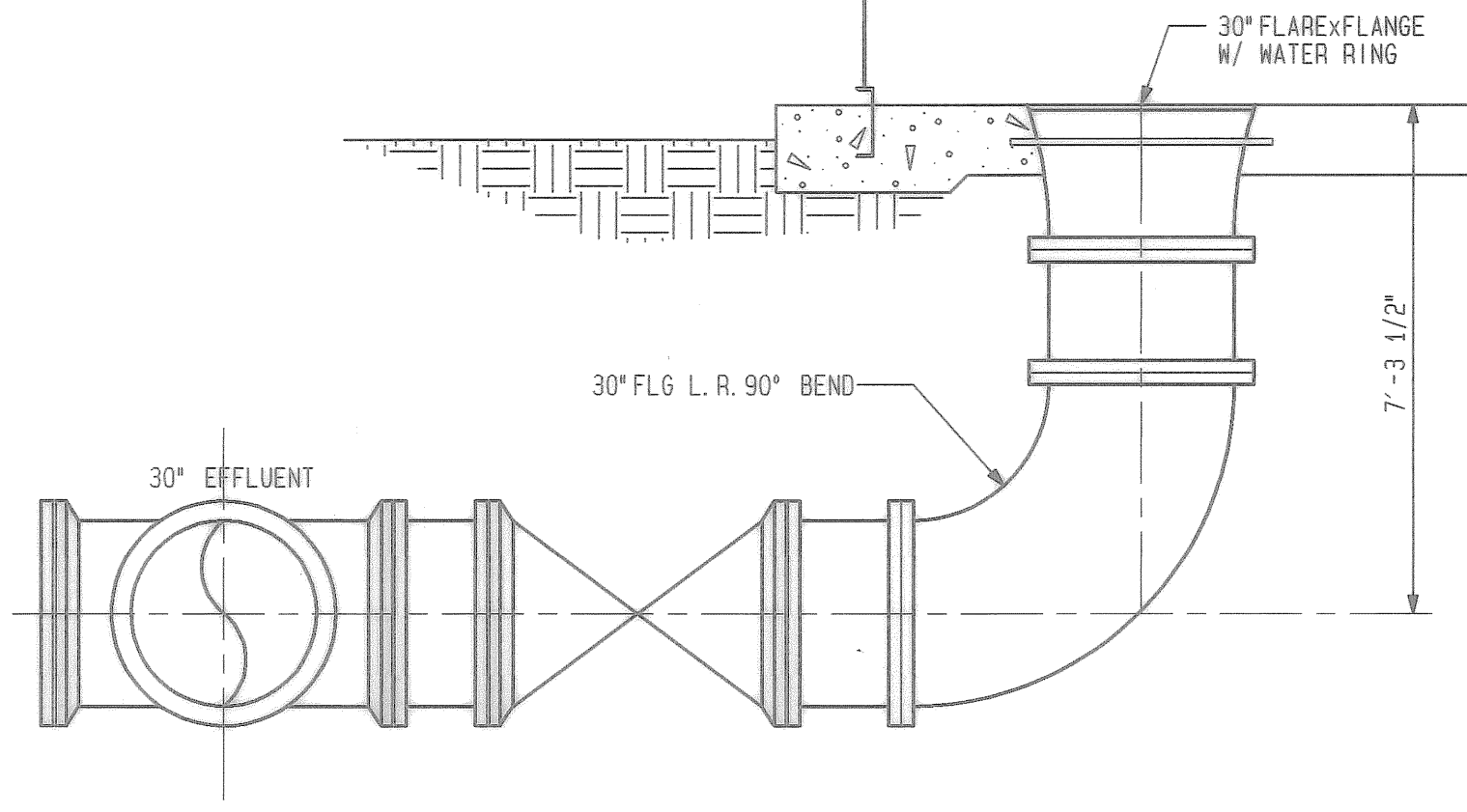
SECTION B
3/8" = 1'-0"



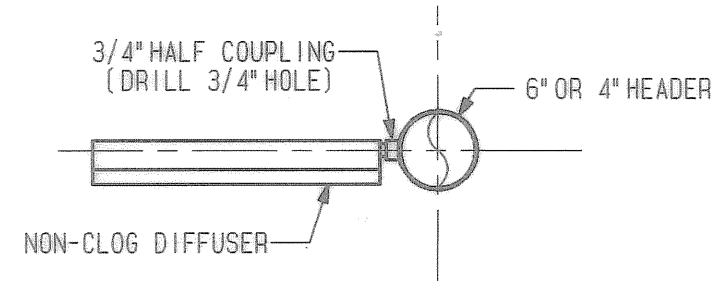
SECTION C
3/8" = 1'-0"



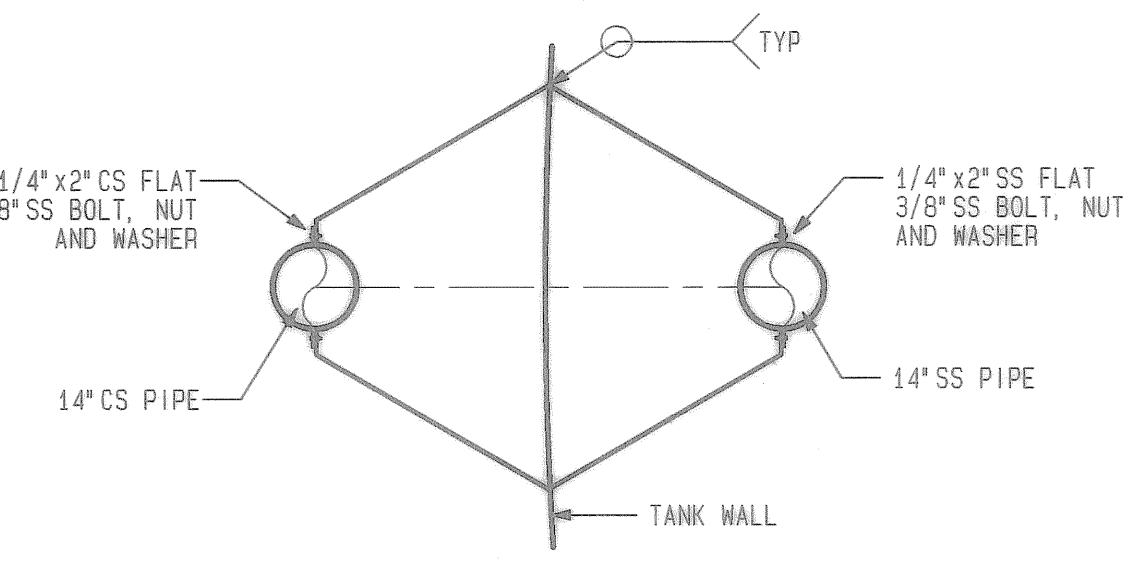
SECTION D
3/8" = 1'-0"



SECTION E
3/8" = 1'-0"



DIFFUSER DETAIL
3/4" = 1'-0"



PIPE SUPPORT DETAIL
3/4" = 1'-0"

AS BUILT INFORMATION SUPPLIED BY
WPC INDUSTRIAL CONTRACTORS DATED
MARCH 1995.

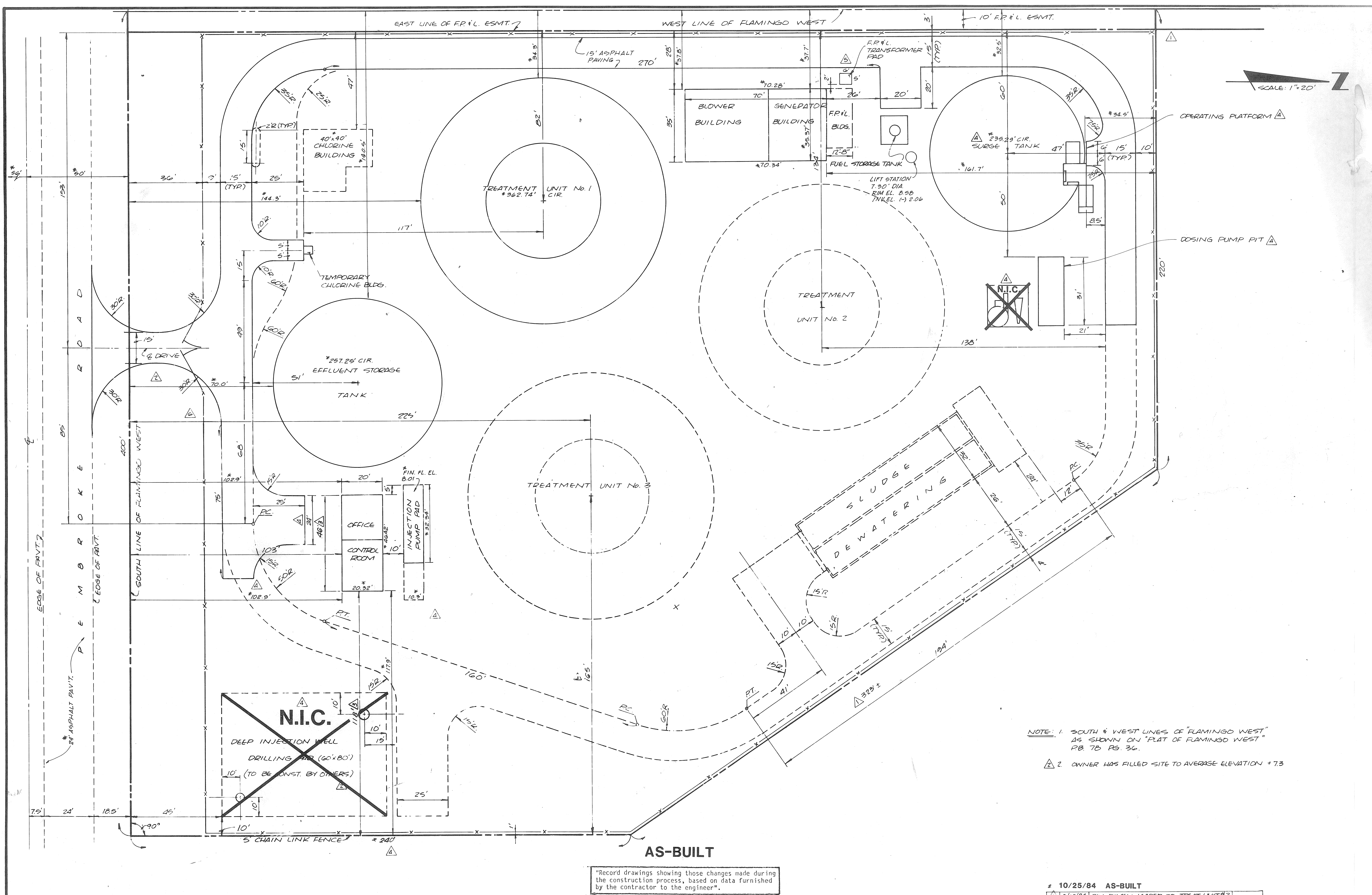
CITY OF PEMBROKE PINES
4.0 MGD WASTEWATER TREATMENT EXPANSION
SURGE TANK
PLAN AND SECTIONS

berry & calvin inc.
ENGINEERS SURVEYORS PLANNERS
2 OAKWOOD BLVD., SUITE 120 HOLLYWOOD, FL 33020
BROWARD (305) 921-7781 / FAX (305) 921-8807

DESIGNED	JNC	DATE	DRAWN	JAK	DATE	CHECKED	JNC	DATE	DATE	BY
07-25-93		07-25-93								
07-25-93		07-25-93								
07-25-93		07-25-93								

APPROVED: _____

SHEET **M-4**
OF **61**
SCALE **1" = 10'**
PROJECT No. **94-164**
CAD FILE **91164M04**



NOTE: 1. SOUTH & WEST LINES OF "FLAMINGO WEST" AS SHOWN ON "PLAT OF FLAMINGO WEST" PB. 7B PG. 36.
2. OWNER HAS FILLED SITE TO AVERAGE ELEVATION +7.3

"Record drawings showing those changes made during the construction process, based on data furnished by the contractor to the engineer".

DESIGN	D.M.N.
DRAWN	D.P.R.
CHECKED	D.M.N.
DATE	

Post, Buckley, Schuh & Jernigan, Inc.
CONSULTING ENGINEERS and PLANNERS

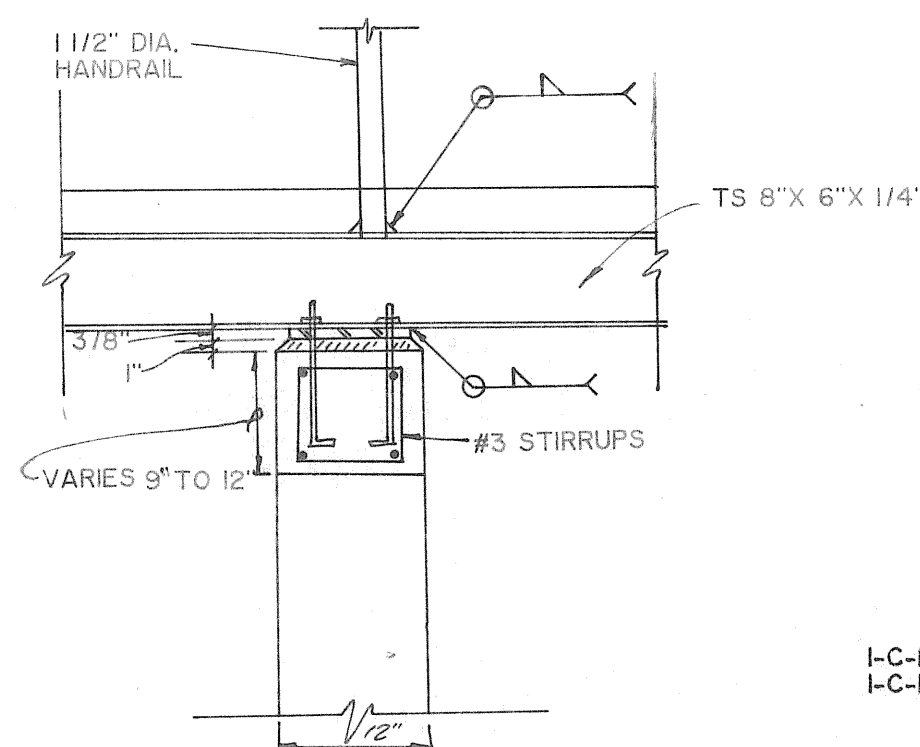
**CENTURY VILLAGE
WASTEWATER TREATMENT PLANT
PHASE I**

SITE LAYOUT

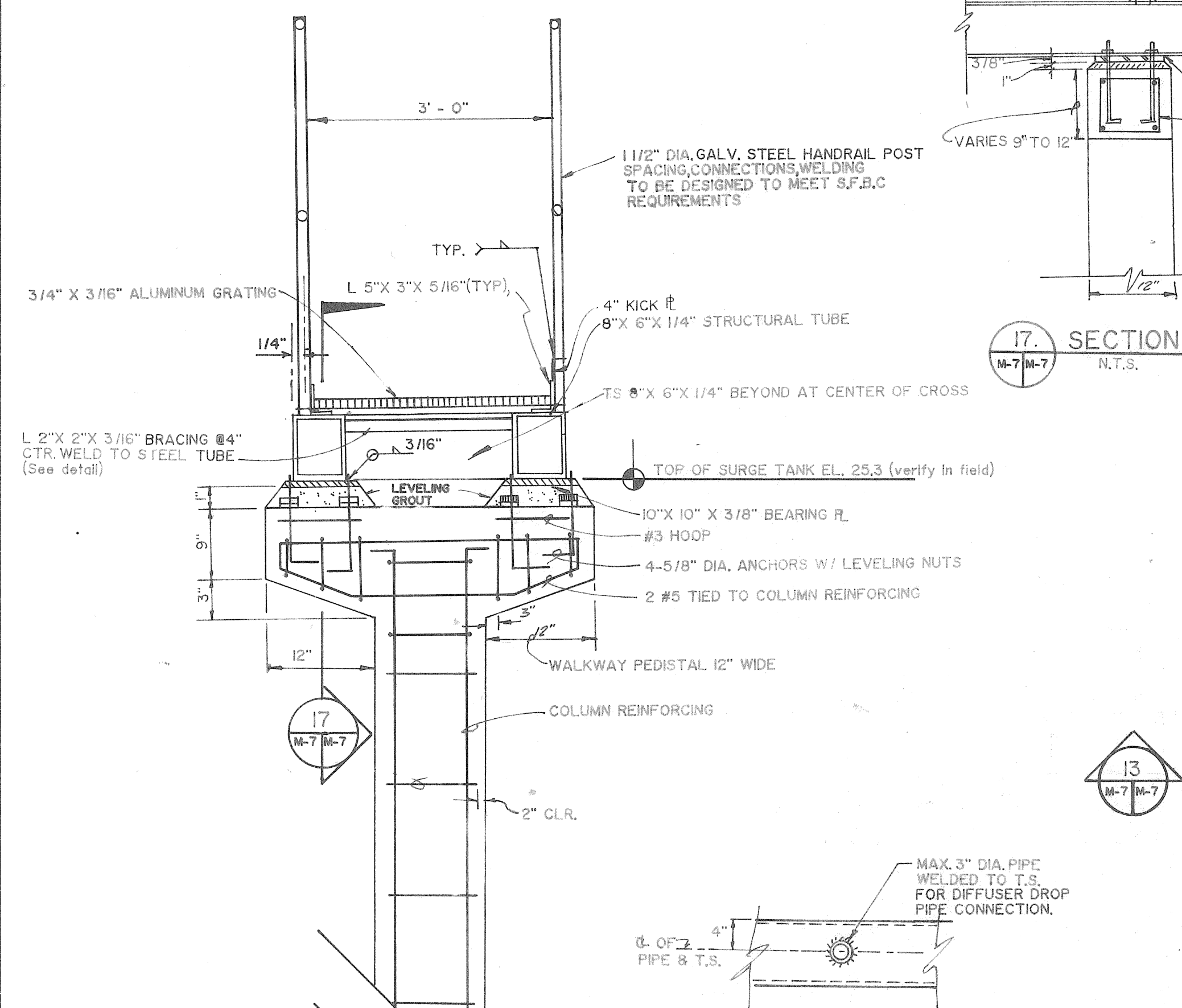
10/25/84 AS-BUILT		JOB NO. 200-210.01	
10/25/84	REV. DIMEN. LEADER TO TREAT UNIT #3	DATE	2-1-84
3/30/84	ADD F.P.L. X-FORMER LOCATION	APP'D BY	
3/10/84	DELETE GRT CHAMBER & DEEPWELL ADD SURGE TANK	SHT	3 OF 3
2/17/84	REVISE DIMENSIONS		
2/13/84	ADD NOTE & REVISE ENTRANCE		
2/7/84	REVISE DIMENSION		

① REPLACE EXISTG. FIXTURE
W/TYPE 6.TIE IN TO EXIST.
POWER (FEED FROM PANEL
BOARD "LI") TO CONTINUE
TO NEW POLES AND FIXTURES

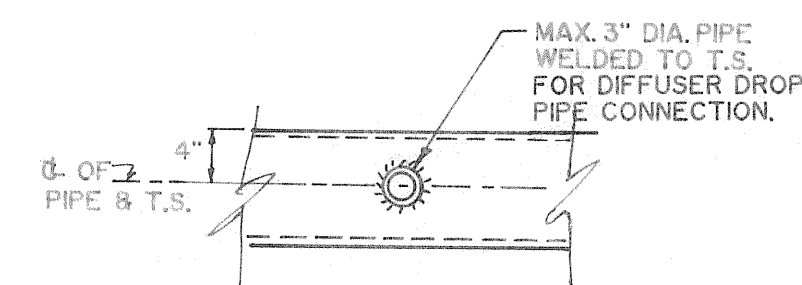
② 316 S.S. JUNCTION BOX



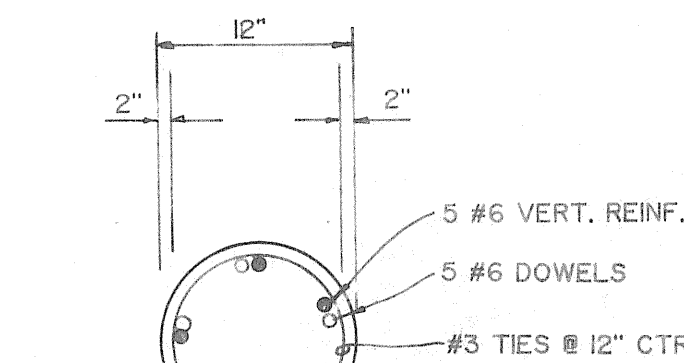
17. SECTION
M-7 M-7 N.T.S.



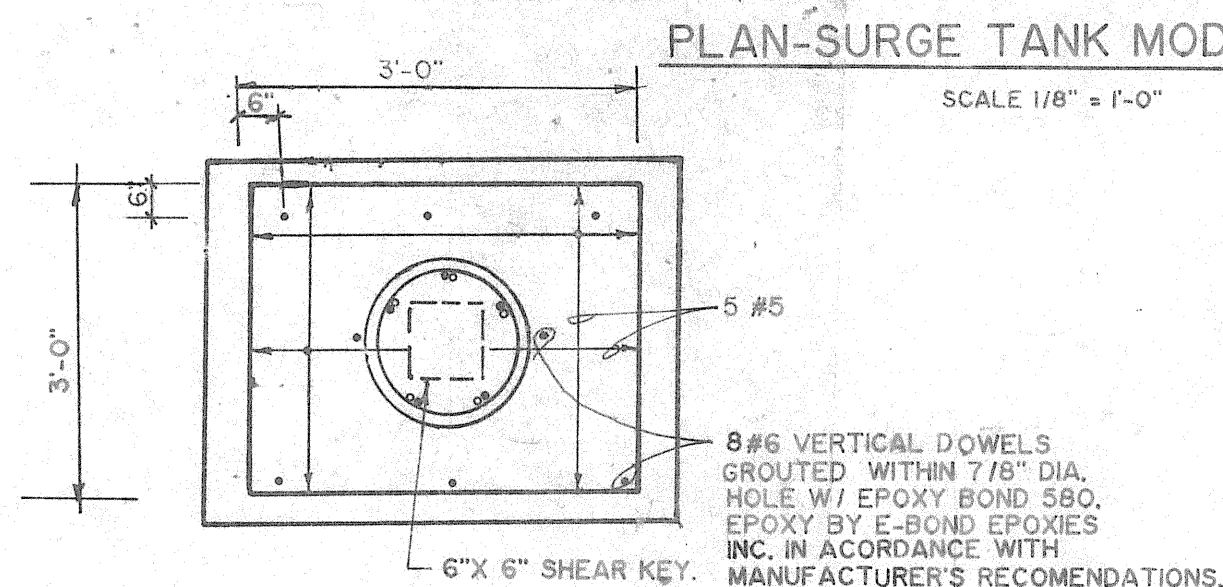
DROP PIPE CONNECTION



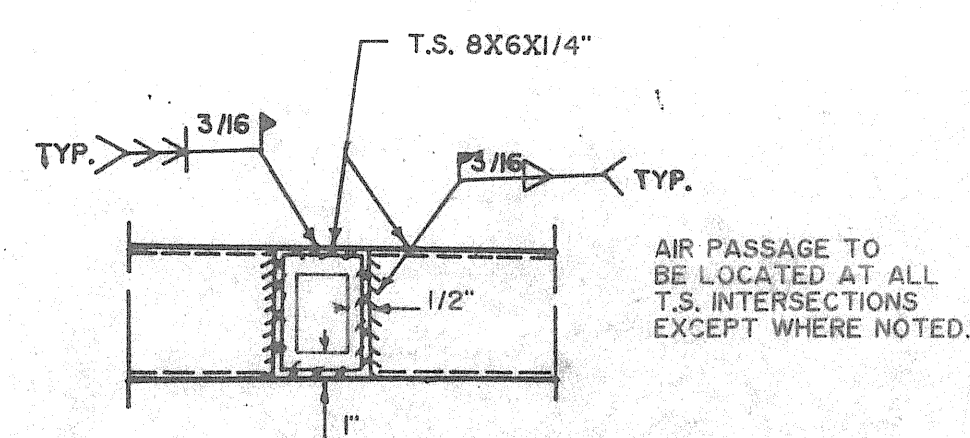
16 SECTION



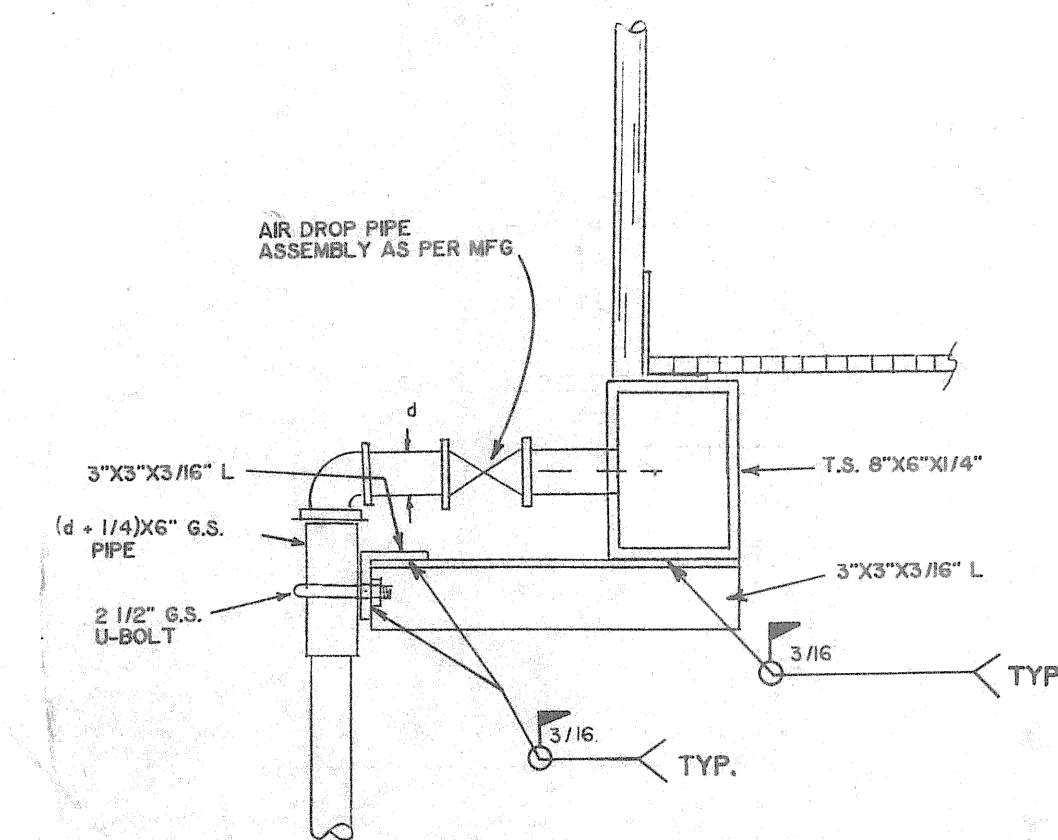
15 SECTION



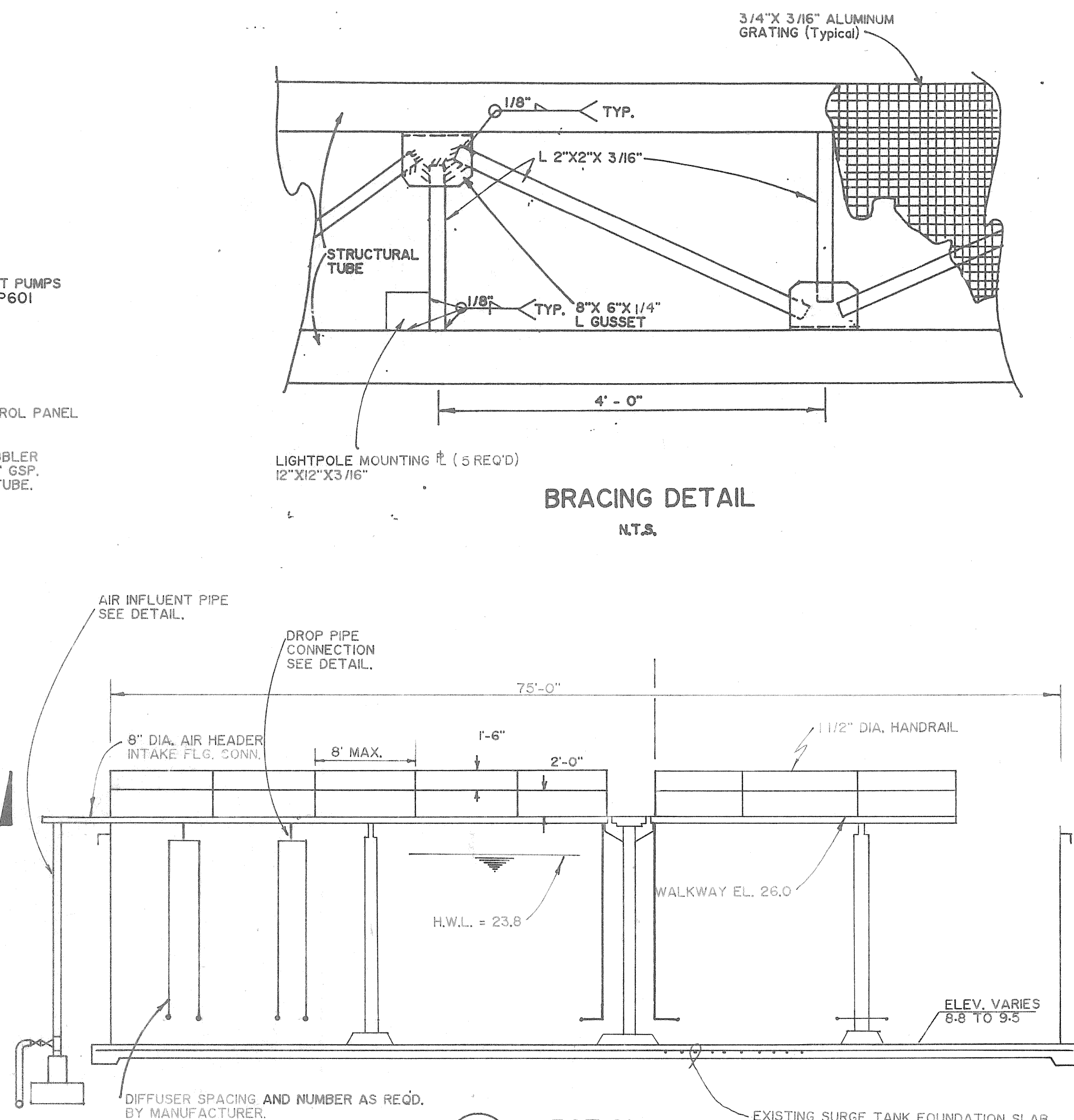
TYPICAL AIR PASSAGE



DROP PIPE SUPPORT DETAIL

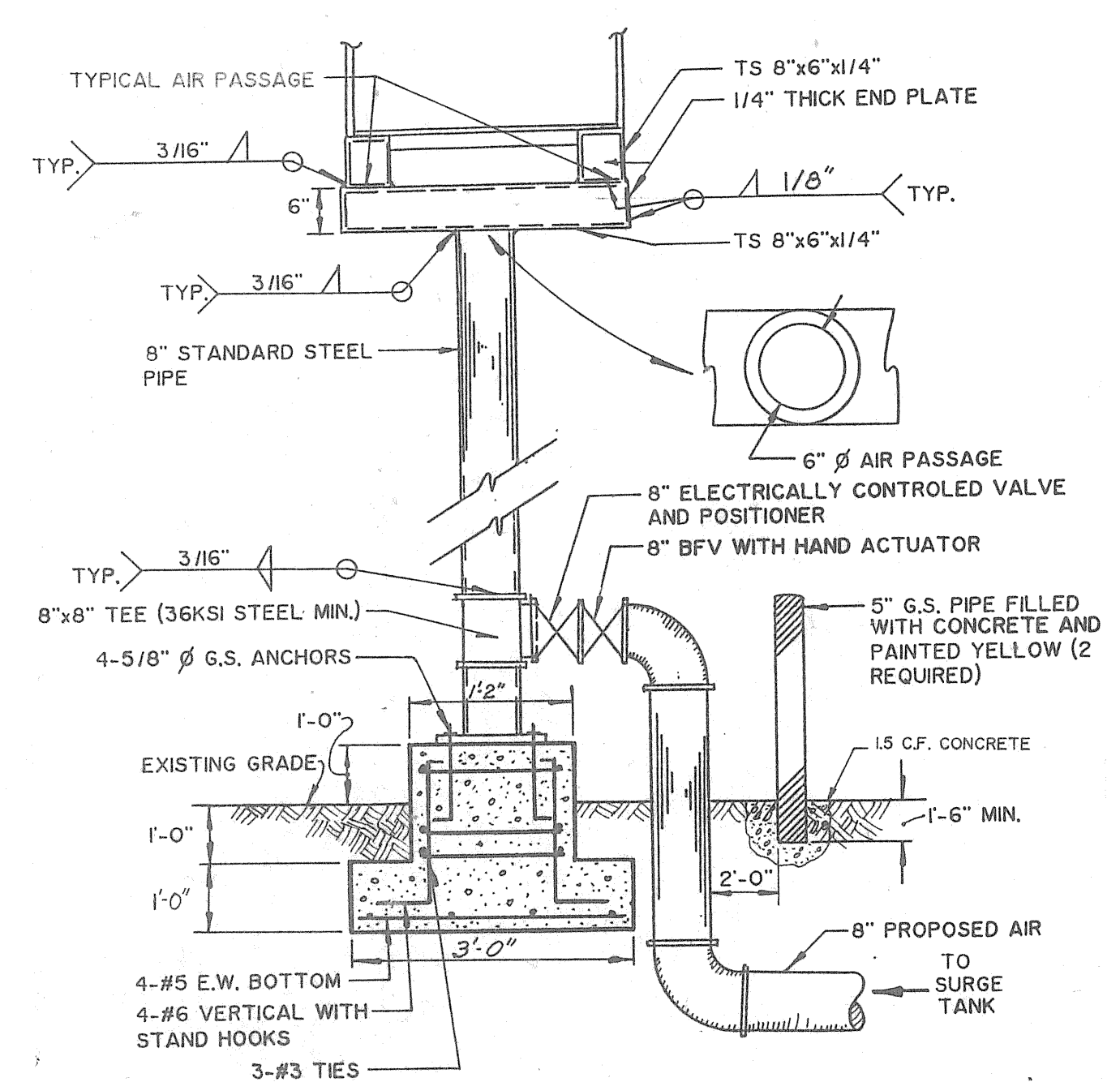


BRACING DETAIL
N.T.S.



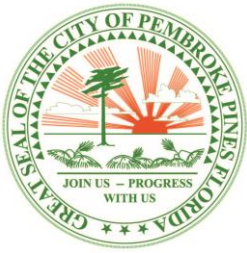
13 SECTION
M-7 M-7 N.T.S.

AIR INFLUENT DETAIL



N.T.S.

AS BUILT



**PEMBROKE PINES
CITY COMMISSION**

Frank C. Ortis
MAYOR
954-450-1020
fortis@ppines.com

Iris A. Siple
VICE MAYOR
DISTRICT 3
954-450-1030
isiple@ppines.com

Jay D. Schwartz
COMMISSIONER
DISTRICT 2
954-450-1030
jschwartz@ppines.com

Thomas Good, Jr.
COMMISSIONER
DISTRICT 1
954-450-1030
tgood@ppines.com

Angelo Castillo
COMMISSIONER
DISTRICT 4
954-450-1030
acastillo@ppines.com

Charles F. Dodge
CITY MANAGER
954-450-1040
cdodge@ppines.com

FEBRUARY 26, 2020

**CITY OF PEMBROKE PINES
RFQ #PSUT-20-03
DESIGN & POST DESIGN SERVICES: WWTP WEST & EAST SURGE
TANKS REHABILITATION
ADDENDUM # 1**

The following updates have been made to the Scope of Work in the solicitation document:

Estimated Project Timeline – 4 Months

1.5.1 PROFESSIONAL SERVICE DISCIPLINES USED FOR THIS PROJECT

The following professional service disciplines will be utilized for this project:

- Structural Engineering Services
- General Civil & Environmental Engineering

[Vendor view of bid](#)[Chat](#) | [Description](#) | [Attachments](#)
 Bid #PSUT-20-03 - Design & Post Design Services: WWTP West & East Surge Tanks Rehabilitation
 



Time Left	closed	# of offers	2
Bid Started	Feb 11, 2020 3:06:27 PM EST	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Mar 10, 2020 2:00:00 PM EDT	# of suppliers viewed	93 (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	Q & A	Questions & Answers Questions: 1
Bid Classifications	Classification Codes		
Required Vendor Qualifications	PP-SWORN, PP-LOCAL, PP-VOSB, PP-DRUGFREE, PP-SCRUTINIZED, PP-W9, PP-VENDORINFO, PP-EQUAL, PP-LBTR, PP-MBE, PP-WBE, PP-HUBZONE		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations City of Pembroke Pines No Location Specified		
	Qty 1		
	Expected Expenditure n/a		
View Rules	Click here to change the rules for this bid.		
Best and Final Offer:	Create		

Approval**View Approval Flow** [View Approval Flow](#)**Approval Status** **Approved****Description**

Bid Number	PSUT-20-03
Title	Please upload documents here.
Contract Duration	6 months
Prices Good for	90 days
Budgeted Amount	\$200,000.00 (change)
Estimated Amount	\$200,000.00
Estimated Amount	\$200,000.00 (This price is estimated - not guaranteed)
Standard Disclaimer	Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

Bid Comments

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.

The City of Pembroke Pines is seeking qualification statements from qualified firms that are licensed in the State of Florida to provide design and post design services for the repair of the structural steel, where required, and dome connections (bearing plates) at both the West and East Surge Tanks at the Waste Water Treatment Plant located at 13955 Pembroke Road, Pembroke Pines, FL 33029, in accordance with the terms, conditions, and specifications contained in this solicitation, and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. - Florida Statute 287.055).

Added on Feb 26, 2020:

Please carefully review the Addendum #1 document.

Description

Please upload documents here.

Documents
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Addendum #1 - Made On Feb 26, 2020 5:51:27 PM EST

Description/Bid Comments (Information was added)

New Documents PSUT-20-03 Addendum 1.pdf

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Question Deadline: Feb 24, 2020 8:30:00 PM EST

Overall Bid Questions**Question 1**

What are the qualifications required for Treatment Plant Process Engineering Services and what will that scope involve? (Submitted: Feb 18, 2020 2:32:12 PM EST)

[edit](#) **Answer**

- Treatment Plant Process Engineering Services Discipline is no longer needed. (Answered: Feb 26, 2020 4:47:11 PM EST)

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