

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: June 4, 2025

Presenter's Name and Title: Rolando Taylor, Deputy Director of Utilities

Prepared By: Rolando Taylor, Deputy Director of Utilities, and Brenda Martin, Sr. Contracts Administration Manager, Procurement Department

Temp. Reso. Number: 8407

Item Description: Temp. Reso. #R8407, APPROVING THE AWARD OF REQUEST FOR QUALIFICATIONS NO. 24-09-47 ("RFQ"), ENTITLED "PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR AN ANAEROBIC DIGESTER UNIT" TO THE HIGHEST MOST QUALIFIED EVALUATION SCORING RESPONSIVE, RESPONSIBLE PROPOSER, HAZEN AND SAWYER, P.C.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH HAZEN AND SAWYER, P.C. IN AN AMOUNT NOT TO EXCEED \$1,082,364 AND ALLOCATING A PROJECT CONTINGENCY ALLOWANCE OF \$100,000, FOR A TOTAL AMOUNT OF \$1,182,364; AND PROVIDING FOR AN EFFECTIVE DATE. (Deputy Director of Utilities Rolando Taylor and Procurement Director Alicia Ayum)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: N/A

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____
(fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding of \$1,200,000 is available in Utilities, Account No. 410-55-800-535-000-606502-52118 entitled: Professional Design and Construction Management Services for an Anaerobic Digester Unit.


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8407**
 - **Exhibit A:** Proposed Agreement with Hazen and Sawyer, P.C. with Proposal form Hazen and Sawyer, P.C. Attached
- **Attachment(s)**
 - **Attachment 1:** Final Evaluation Scores



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Francois Domond, P.E., Director of Utilities

DATE: May 29, 2025

RE: Temp. Reso. No. 8407 Approving the Award of Request for Qualifications No. 24-09-47, Anaerobic Digester Design

RECOMMENDATION: The City Manager recommends the approval of Temp. Reso. No. 8407, Approving the Award of Request for Qualifications No. 24-09-47 ("RFQ"), entitled: Professional Design And Construction Management Services For An Anaerobic Digester Unit to Hazen and Sawyer, P.C., and authorizing the City Manager to execute the proposed agreement with the highest most qualified evaluation scoring responsive, responsible Proposer, Hazen and Sawyer, P.C. in an amount not to exceed \$1,082,364 and allocating a project contingency allowance of \$100,000, for a total of \$1,182,364. It should be noted that Construction Management Services as included in the original proposal from Hazen and Sawyer will be brought for Commission consideration upon completion of the design and permitting services.

ISSUE: City Commission approval is required for expenditures exceeding \$75,000 in accordance with Section 2-412(a)(1) of the City Code.

BACKGROUND: The City of Miramar ("City") has owned and operated the Wastewater Reclamation Facility ("WWRF") since 1997. The WWRF has historically functioned with one primary and one secondary anaerobic digester in compliance with regulatory standards outlined in 40 Code of Federal Regulations ("CFR") Part 503 and Florida Administrative Code ("FAC") Chapter 62-640 governing the beneficial use of biosolids.

The effective functional capacity of the existing two digesters has diminished over time due to a variety of operational issues. These include the accumulation of inert solids, decreased effective digestion volume, clogging of sludge transfer piping, deterioration of pump components, debris buildup, and the formation of struvite. Although the City has

implemented several mitigation strategies such as innovative piping modifications and the installation of finer headworks screening systems, these measures have not fully restored the digesters' processing capacity.

To meet the anticipated increase in demands, restore adequate system performance, and allow for the cost-effective rehabilitation of Digesters Nos. 1 and 2, the construction of a third anaerobic digester has become a priority.

PROCUREMENT: On September 25, 2024, the City's Procurement Department advertised RFQ No. 24-09-47, Entitled: Professional Design and Construction Management Services for An Anaerobic Digester Unit on Demandstar.com, Broward County Office of Economic and Small Business Development, Social Media and the Sun Sentinel newspaper. On November 7, 2024, the closing date, two proposals were received. On December 10, 2024, an evaluation committee consisting of City staff evaluated the proposals and determined that Hazen and Sawyer, P.C. is the highest most qualified evaluation scoring responsive, responsible Proposer.

DISCUSSION: A third digester is needed to accommodate projected wastewater flow increases, restore lost treatment capacity, and enable rehabilitation of the existing digesters without disrupting operations.

ANALYSIS: Hazen and Sawyer, P.C. proposed a fee of \$1,082,364 for the Design and Construction Management Services for the third Anaerobic Digester Unit. An additional amount of \$100,000 is being requested for project contingency which will bring the total project cost to \$1,182,364. Funding for this project is available in Utilities, Account No. 410-55-800-535-000-606502-52118 entitled: "Professional Design and Construction Management Services for an Anaerobic Digester Unit."

Temp. Reso. No. 8407

4/14/25

5/29/25

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF REQUEST FOR QUALIFICATIONS NO. 24-09-47 (“RFQ”), ENTITLED “PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR AN ANAEROBIC DIGESTER UNIT” TO THE HIGHEST MOST QUALIFIED EVALUATION SCORING RESPONSIVE, RESPONSIBLE PROPOSER HAZEN AND SAWYER, P.C.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH HAZEN AND SAWYER, P.C. IN AN AMOUNT NOT-TO-EXCEED \$1,082,364 AND ALLOCATING A PROJECT CONTINGENCY ALLOWANCE OF \$100,000, FOR A TOTAL AMOUNT OF \$1,182,364; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar (“City”) has owned and operated the Wastewater Reclamation Facility (“WWRF”) since 1997; and

WHEREAS, the WWRF has historically functioned with one primary and one secondary anaerobic digester, in compliance with regulatory standards outlined in 40 Code of Federal Regulations (“CFR”) Part 503 and Florida Administrative Code (“FAC”) Chapter 62-640 governing the beneficial use of biosolids.; and

WHEREAS, the functional capacity of the two existing digesters has been reduced over recent years due to a variety of operational issues, including the accumulation of inert solids, reduction in effective digestion volume, clogging of transfer sludge piping, worn pump parts, debris accumulation, and struvite buildup; and

Reso. No. _____

WHEREAS, the City has implemented several mitigation strategies such as innovative piping modifications and the installation of finer headworks screening systems, but these measures have not fully restored the digesters' processing capacity; and

WHEREAS, a third digester is needed to accommodate projected wastewater flow increases, restore lost treatment capacity, and enable rehabilitation of the existing digesters without disrupting operations; and

WHEREAS, on September 25, 2024, the Procurement Department issued Request for Qualifications No. 24-09-47 ("RFQ"), entitled: "Professional Design and Construction Management Services for An Anaerobic Digester Unit" ("Project"); and

WHEREAS, on December 10, 2024, an evaluation committee consisting of City staff evaluated the proposals and determined that Hazen and Sawyer, P.C. is the highest most qualified evaluation scoring responsive, responsible Proposer; and

WHEREAS, pursuant to the Consultant's Competitive Negotiation Act, staff successfully negotiated a scope of services and compensation that is fair, competitive, and reasonable, not to exceed the amount of \$1,082,364; and

WHEREAS, the original proposal submitted by Hazen and Sawyer includes Construction Management Services, which will be presented to the City Commission for review and consideration upon completion of the Design and Permitting services; and

WHEREAS, in accordance with Section 2-412(a)(1) of the City Code, City Commission approval is required for purchases by a single department in excess of \$75,000 from the same entity in a fiscal year; and

WHEREAS, the City Manager recommends that the City Commission approve the award of Request for Qualifications No. 24-09-47 to Hazen & Sawyer, P.C and authorizes the execution of the agreement with Hazen & Sawyer, P.C., attached hereto as Exhibit “A,” and accept its scope of work and fee proposal to provide professional design and construction management services for an anaerobic digester unit, in the amount of \$1,082,364 and allocating a project contingency allowance of \$100,000 for a total amount of \$1,182,364; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the award of Request for Qualifications No. 24-09-47 to Hazen & Sawyer, P.C. in the amount of \$1,082,364, for the provision of professional engineering design services, allocating a project contingency allowance of \$100,000 for a total amount of \$1,182,364 and authorize the City Manager to execute an appropriate agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: The City Commission approves the award of Request for Qualifications No. 24-09-47 to Hazen & Sawyer, P.C., and accepts its scope of work and fee proposal, for the provision of professional design and construction management services for an anaerobic digester unit in the amount of \$1,082,364 and allocating a project contingency allowance of \$100,000 for a total amount of \$1,182,364.

Section 3: That the City Manager is authorized to execute the proposed agreement with Hazen & Sawyer, P.C. in in the amount of \$1,082,364 attached hereto as Exhibit "A," together with such non-substantial changes as are deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: The City Commission approves the award of Request for Qualifications No. 24-09-47 to Hazen & Sawyer, P.C., and accepts its scope of work and fee proposal, for the provision of professional design and construction management services for an anaerobic digester unit in the amount of \$1,082,364 and allocating a project contingency allowance of \$100,000 for a total amount of \$1,182,364.

Section 3: That the City Manager is authorized to execute the proposed agreement with Hazen & Sawyer, P.C. in in the amount of \$1,082,364 attached hereto as Exhibit "A," together with such non-substantial changes as are deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: that the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5: That this Resolution shall become effective upon adoption.

Temp. Reso. No. 8407

4/14/25

5/29/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers

Commissioner Avril Cherasard

Vice Mayor Yvette Colbourne

Commissioner Carson Edwards

Mayor Wayne M. Messam

Voted



AGREEMENT BETWEEN
THE CITY OF MIRAMAR, FLORIDA
AND
HAZEN & SAWYER, P.C.
FOR PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES
FOR AN ANAEROBIC DIGESTER UNIT

THIS AGREEMENT (the "Agreement") is made effective on the last date of execution herein, between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and **HAZEN AND SAWYER, P.C.** (the "Consultant"), a Foreign profit corporation, with its principal offices located at 4000 Hollywood Boulevard, Suite 750N, Hollywood, Florida 33021.

WHEREAS, the City issued Request for Qualifications No. 24-09-47 (the "RFQ") for Professional Design And Construction Management Services for An Anaerobic Digester Unit" (the "Work", "Project" or "Services"); and

WHEREAS, Consultant was determined to be the highest most qualified evaluation scoring responsive, responsible Proposer; and

WHEREAS, Consultant and City have agreed upon a Scope of Services and fee for such Services; and

WHEREAS, on _____, 2025, the Miramar City Commission awarded the RFQ to Consultant; and

WHEREAS, Consultant is willing and able to perform these Services for the City within the basic terms and conditions set forth in this Agreement (the "Agreement"); and

WHEREAS, City desires to engage Consultant to perform the Services specified herein under the terms of this Agreement.

NOW THEREFORE, the City and Consultant, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

ARTICLE 1

DEFINITIONS

Except as provided herein, terms used in this Agreement are defined in the RFQ, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the RFQ or in the General Terms and Conditions incorporated herein and made a part hereof. In the event of conflict, the definitions and all other terms and conditions contained in the RFQ shall govern.

ARTICLE 2

SCOPE OF SERVICES

The work shall include all labor, materials and equipment necessary for the proper execution and completion of the work detailed in the RFQ, along with any and all additional Work included in the Contract Documents and the Consultant's proposal, attached hereto as **Exhibit 1**.

ARTICLE 3

CONSULTANT AND CITY'S RELATIONSHIP

3.1 The Consultant accepts the relationship of trust and confidence established between it and the City by this Agreement. The Consultant represents that it will furnish its best skill and judgment in performing the Consultant's Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

3.2 By signing this Agreement, the Consultant accepts a fiduciary duty with the City and warrants and represents to the City that the Consultant:

- A.** Has all licenses and certifications required by applicable Law to perform the Consultant's Services and the Work;
- B.** Is experienced in all aspects of the Work required for projects similar to the Project;
- C.** Will act in the City's highest and best interest in performing the Consultant's Services and the Work; and
- D.** That no employee or affiliate of the Consultant, including all Subconsultants, Subcontractors and Suppliers (if any), at any tier, has been convicted of a public entity crime pursuant to Section §287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

3.3 The Consultant acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 4

TERM

The term of this Agreement shall commence upon the last date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 5

CONSULTANT'S RESPONSIBILITIES

5.1 Consultant agrees that it shall prepare and review plans and documents ensuring that such plans and documents conform with guidelines set forth in the City's Code and all other applicable Laws, ordinances and governmental rules, Regulations and orders, now or at any time during the term of this Agreement.

5.2 Consultant shall provide City with a detailed breakdown of its monthly bills, indicating each task performed and time allocated to each task.

5.3 Consultant agrees that all meetings relating to Work performed pursuant to this Agreement shall take place at a City facility and all site visits relating to such Work shall take place with a City representative present.

5.4 Consultant agrees that its Services are to be performed within the limits prescribed by the City and represents that the standard of care for all Services performed or furnished by Consultant under this Agreement, will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar conditions.

5.5 Consultant is prepared to begin Work on the Project immediately upon receipt of a copy of this fully executed Agreement. Consultant, in consultation with the City, shall perform its Work in such a manner as to comply with an agreed upon Project Schedule to be submitted by the Consultant and approved by the City.

ARTICLE 6

CITY'S RESPONSIBILITIES

6.1 In exchange for the Services to be performed by Consultant, outlined herein and in **Exhibit 1** of this Agreement, the City agrees to compensate the Consultant pursuant to the Scope of Design Services in the amount of One Million Eighty Two Thousand Three Hundred and Sixty Four Dollars 00/100 (\$1,082,364)

6.2 Compensation shall be invoiced by Consultant and paid by the City as follows: Consultant shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered

by Consultant during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30th Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

ARTICLE 7

INDEMNIFICATION

7.1 To the fullest extent permitted by Laws and Regulations, the Consultant shall indemnify, and hold harmless the City, its officers, directors, agents, and employees, against and from all claims, liabilities, damages, losses, and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement or arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Consultant shall include but not be limited to the following:

A. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Consultant, its employees, or agents;

B. Liability or claims arising directly or indirectly from the use or manufacture by the Consultant, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;

C. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Consultant, its employees or agents;

D. Liabilities or claims arising directly or indirectly from the willful misconduct of the Consultant, its employees or agents; and

E. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Consultant.

7.2 The Consultant shall reimburse the City for any and all costs and expenses (including but not limited to fees and charges of Architects, attorneys, and other professionals and court costs) incurred by the City in enforcing the provisions of this indemnification.

7.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Consultant or any Subconsultant (if any) or other person or organization under workers' compensation Laws, disability benefit acts, or other employee benefit acts, or

insurance coverage.

7.4 The Consultant acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total negotiated Proposal Price and is included in the Proposal Price to be paid by City to the Consultant, as consideration for the indemnification given by the Consultant to the City.

ARTICLE 8 **TERMINATION**

8.1 TERM OF AGREEMENT - This Agreement shall commence on the date that it is fully executed by all parties. Architect shall begin Work promptly after receipt of a fully executed copy of this Agreement from City and complete the Project within the completion timeframes established in the Project Schedule as set forth in **Exhibit 2**. With respect to such schedule, performance shall be timely under this Agreement, and time is of the essence. However, the completion timeframes shall be extended for periods of delay resulting from strikes, natural disasters, and similar circumstances over which the Architect has no control, if City approves such extensions in writing.

8.2 TERMINATION - For Convenience - This Agreement may be terminated by City for convenience upon 30 calendar Days' written notice to Architect. In the event of termination by City, Architect shall be paid for all authorized Services rendered to the date of such termination. The amount payable to Architect in the event of such termination shall be a pro rata amount determined on the basis of the amount and value of the Work performed prior to Architect's receipt of notice of termination for the applicable Work performed. In exchange for such payment, Architect shall turn over to City all work product which has been paid for by City. Under no circumstances shall City make payment for Services that have not been performed.

8.3 TERMINATION - For Cause - This Agreement may be terminated by either party upon five calendar Days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event Architect abandons this Agreement or causes it to be terminated by City, Architect shall indemnify City against loss pertaining to this termination. In the event that City terminates the Agreement for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Article 8.2 and the provisions of Article 8.2 shall apply.

ARTICLE 9 **DEFAULT**

9.1 An event of default shall mean a breach of this Agreement by Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- A.** Consultant has not performed Services on a timely basis as set forth in the Project Schedule attached as, Exhibit "B";

- B.** Consultant has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- C.** Consultant has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- D.** Consultant has become insolvent or has assigned the proceeds received for the benefit of Architect's creditors, or Architect has taken advantage of any insolvency statute or debtor/creditor law or, if Architect's affairs have been put in the hands of a receiver;
- E.** Consultant has failed to obtain the approval of City where required by this Agreement;
- F.** Consultant has failed in the honoring of any warranties; or
- G.** Consultant has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

9.2 In the event Consultant fails to comply with the provisions of this Agreement, City may declare Consultant in default, notify Consultant in writing, and give Consultant 15 calendar Days to cure the default. If Consultant fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to Article 8.3. In the event payment has been made for such professional Services not completed, Consultant shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 8 above, and its right for damages under Article 9.3.

9.3 In the event of Default, Consultant shall be liable for all damages resulting from the default, including but not limited to:

- A.** Lost funding, and
- B.** The difference between the cost associated with procuring services and the amount actually expended by City, including procurement and administrative costs.

9.4 City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and remedies as set forth in this Agreement are not

exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

ARTICLE 10

DELIVERY OF MATERIALS

10.1 Upon receipt of notice of termination under Articles 8 or 9 above, Consultant shall immediately deliver to City all Materials held or used by Consultant in connection with the Services except those Materials, if any, owned by Consultant or supplied by Consultant at Consultant's own cost. If, at the time of termination further sums are due Consultant, Consultant shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

10.2 Upon receipt of notice of termination for any reason, Consultant shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Consultant to perform. Consultant shall perform additional Services with the standard of care as stated in Article 5 above.

ARTICLE 11

CONTRACT DOCUMENTS

11.1 The Contract Documents which comprise the entire agreement between City and Consultant concerning the Work consist of this Agreement, including amendments hereto and the following:

- All Change Orders (if any) which may be delivered or issued after the Effective Date of this Agreement;
- All Addenda;
- Consultant's Proposal;
- Solicitation, General Provisions;
- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

11.2 There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order (if any) as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

ARTICLE 12

ASSIGNMENT

No assignment by the Consultant of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 13

APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Consultant shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Consultant and all Subconsultants (if any) shall conform to all OSHA, federal, state, county and City Regulations while performing under this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Consultant.

ARTICLE 14

AUDIT AND INSPECTION RIGHTS

14.1 The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Agreement. Consultant agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

14.2 The City may, at reasonable times during the term hereof, inspect Consultant's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Consultant under this Agreement conform to the terms hereof and/or the terms of this Agreement. Consultant shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to and made in accordance with all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

14.3 The City may, as deemed necessary, require from the Consultant support and/or documentation for any submission. Upon execution of the Agreement, the Consultant agrees that the City shall have unrestricted access during normal working hours to all Consultant's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

ARTICLE 15

SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

ARTICLE 16

PUBLIC RECORDS

16.1 The Consultant shall comply with The Florida Public Records Act as follows:

16.1.1 Keep and maintain public records in the Consultant's possession or control in connection with the Consultant's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.

16.1.2 Upon request by the City's records custodian, provide the City with a copy of 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.

16.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.

16.1.4 Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Consultant shall be delivered by the Consultant to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

16.1.5 The Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

16.1.6 IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

ARTICLE 17

OWNERSHIP OF DOCUMENTS

17.1 Unless otherwise provided by law, any and all original designs, drawings, line drawings and specifications reports, computer disks, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Consultant shall be withheld until all documents are received as provided herein. Copies of all drawings and specifications (both in electronic form, clearly marked as copies, and in the form of reproducible hard copies) shall be furnished to the City, along with copies (or originals to the extent permitted by the regulations of the Florida state authorities governing the practice of consultants) of any drafts, work papers, samples, prototypes, models, sketches, conceptual or schematic drawings, master plan documents, and other work product produced in connection with this Agreement or the Project which are the subject of this Agreement, regardless of the state of completion of the work, and regardless of the source (collectively, Consultant's "Work") that Consultant has retained in his possession.

17.2 All Consultant's Work other than one set of original design drawings, line drawings, specifications, and prepared by the Consultant shall be the property of the City and may be used by the City as the City sees fit. The original physical drawings and specifications retained by the City may be used for occupying the Project, completing or modifying the Project, the building, the site for which they were prepared.

17.3 To the fullest extent permitted by Federal and Florida law, Consultant hereby transfers to the City, for good and valuable consideration, all copyright, trademark, and patent rights regarding Consultant's scope of work performed on the Project. Prior to the commencement of any scope of work and also at the conclusion of the Project, Consultant agrees to sign any and all further documents deemed necessary by the City to protect the copyright, trademark and patent rights being transferred to the City that are related to the Consultant's scope of work performed on the Project.

17.4 In addition, to the fullest extent permitted by Federal and Florida law, Consultant agrees to require its sub-consultants, vendors, architects, engineers and other professional trades who perform services for the Project to transfer to the City all of their copyright, trademark, and patent rights related to their scope of work performed on the Project. Prior to the commencement of any scope of work and also at the conclusion of the Project, Consultant agrees to have its sub-consultants, vendors, architects, engineers and other professional trades sign any and all further documents deemed necessary by the City to protect the copyright, trademark and patent rights being transferred to the City that are related to their scope of work performed for the Project.

17.5 Consultant agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent the City's prior written consent, and further agrees not to reuse same for any purpose without the City's prior written consent. Consultant expressly acknowledges that, to the extent the concepts and themes for a given Project were initially conceived by the City, they shall

remain the property of the City, who may reuse them as it sees fit. Upon the completion or termination of Consultant's involvement on a given Project, any and all documents, information or use rights provided to the Consultant for purposes of or in connection with the Consultant's performance of this Agreement in connection with that Project, or otherwise related to the Project, shall be returned to the City, without Consultant retaining any copies except that Consultant retain copies of documents or information furnished by the City which were influential in Consultant's production of the Work, so long as the Consultant holds same in confidence and does not disseminate them or share them with any other third parties.

17.6 The City recognizes that Electronic Form Documents are not intended to be used for the work, are not Contract Documents under the terms of the Contract, may be revised by others without the knowledge or consent of the Consultant, and, when plotted, may result in variances or corrupt other files of the user. The City agrees not to use the Electronic Form Documents for any purposes other than the Project for which they were prepared. Consultant will provide to the City only a working copy of the Electronic Form Documents. Said working copy of the Electronic Form Documents shall have removed from the electronic display, all indices of the Consultant's ownership, professional name, and/or involvement in the Project. Any use of any kind and/or changes to the Electronic Form Documents will be at the sole risk of the user and without liability, risk, or legal exposure to the Consultant.

17.7 All finished or unfinished documents, including but not limited to detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the City or furnished by Consultant pursuant to any Project Agreement shall become the property of the City, whether the Specific Project for which they are made is completed or not, and shall be delivered by Consultant to City within 10 calendar days after receipt of written notice requesting delivery of said documents. In no event shall the Consultant use or permit to be used any of the documents without the City's prior written authorization.

17.8 All subcontracts for the preparation of reports, studies, plans, drawings, specifications or other data entered into by the Consultant for this Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the City.

17.9 All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

ARTICLE 18

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

18.1 Consultant understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping.

Consultant agrees to comply with and observe all applicable Laws, codes and ordinances as they may be amended from time to time.

18.2 Consultant agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Consultant also agrees that it shall not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

18.3 The knowing employment by Consultant or its Subcontractors or Subconsultants of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 19 **INSURANCE**

19.1 Consultant shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, certificates of insurance and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the General Conditions and the following:

- Commercial General Liability:
\$1,000,000 each occurrence, \$2,000,000 general aggregate;
Professional Liability: \$1,000,000;
- Products and Complete Operations Aggregate: \$2,000,000;
- Personal Injury and Advertising Injury: \$1,000,000;
- Bodily Injury, \$1,000,000 each person, \$1,000,000 each occurrence;
- Property Damage, \$500,000 each occurrence or combined single limit of \$1,000,000 each occurrence;
- Automobile Liability: \$1,000,000 combined single limit per accident;
- Workers Compensation and Employers Liability: \$1,000,000 each accident, \$1,000,000 each employee for injury by disease, \$1,000,000 aggregate for injury by disease.

19.2 The City shall be named as the certificate holder and an Additional Insured on all certificates. All liability insurance policies shall have endorsements adding the City of Miramar as an Additional Insured, a waiver of subrogation in favor of the City

and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Consultant's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

ARTICLE 20

INDEPENDENT CONSULTANT

Consultant has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Consultant further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the City under this Agreement.

ARTICLE 21

NONDISCRIMINATION

Consultant represents and warrants to the City that Consultant does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 22

COSTS AND ATTORNEY FEES

If either City or Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

SECTION 23

CONFLICT-OF-INTEREST

23.1 To avoid any conflicts of interest, or any appearance thereof, Consultant, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such

notification the City reasonably determines that a material conflict exists, Consultant will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subconsultants utilized by Consultant in completion of the Work tasks under this Agreement.

23.2 Furthermore, Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with Consultants or vendors providing professional services on projects assigned to Consultant, except as fully disclosed and approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Consultant or its employees must be disclosed in writing to the City.

ARTICLE 24

COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 25

WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 26

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. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 27

NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery, by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt,

whichever is earlier.

TO CONSULTANT:

ATTN: Patrick A. Davis
HAZEN & SAWYER, P.C.
4000 Hollywood Blvd, #750N
Hollywood, Florida 33021
Telephone: 954-987-0066
Fax: _____
Email: _____

TO THE CITY OF MIRAMAR:

ATTN: Dr. Roy L. Virgin, City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Fax: (954) 602-3672
Email: rvirgin@miramarfl.gov

WITH A COPY TO:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, FL 33311
Telephone: (954) 768-9770
Email: miramarcityattorney@apnwplaw.com

ARTICLE 28
CITY'S OWN FORCES

28.1 The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Consultant's responsibilities under this Agreement.

28.2 The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Consultant's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Consultant from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

ARTICLE 29
LIMITATION OF LIABILITY

29.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach

never exceeds the fee paid to Consultant herein, less any sums paid by the City. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Consultant herein, less any sums paid by the City.

29.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant agrees that the City shall not be liable to Consultant for damages in an amount in excess of the fee paid to the Consultant herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section §768.28, Florida Statutes.

29.3 In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 30 **NON-SOLICITATION**

Consultant represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 31 **THIRD PARTY BENEFICIARY**

It is specifically agreed between the City and Consultant executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 32 **WARRANTY AND GUARANTEE**

Architect warrants that its Services are to be performed within the limits prescribed by City and with the usual thoroughness and competence of Architect's profession. Architect shall be responsible for technically deficient designs, reports or studies due to errors and omissions directly related to the Services provided by Architect pursuant to this Agreement for four years after the date of acceptance of the Services by

City. Architect shall, upon the request of City, promptly correct or replace all Defective Work due to errors or omissions directly related to the Services provided by Architect pursuant to this Agreement at no cost to the City.

ARTICLE 33

VENUE AND JURISDICTION

This Agreement shall be construed and enforced according to the Laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement. Venue for any action arising out of this Agreement shall be in Broward County, Florida.

ARTICLE 34

HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenience only and are not a part of this Agreement. Consultant has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 35

SEVERABILITY

35.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

35.2 City and Consultant each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all Contract Documents.

ARTICLE 36

REAFFIRMATION OF REPRESENTATIONS

Consultant reaffirms all of the representations contained in the Solicitation documents and previously made in all Contract Documents.

ARTICLE 37

SCRUTINIZED COMPANIES

37.1 Consultant certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its subconsultants are found to have submitted a false certification; or if the Consultant, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

37.2 If this Agreement is for more than one million dollars, the Consultant certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant, its affiliates, or its subconsultants are found to have submitted a false certification; or if the Consultant, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

37.3 The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

37.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 38

CERTIFICATE OF COMPETENCY

Consultant shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Consultant to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with Consultant's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Consultant, and in its best interest, allow Consultant to supply the certificate(s) to the City during the first week of Work or Services.

ARTICLE 39
E-VERIFY PROGRAM

In accordance with Florida Statutes §448.095, the Consultant, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Consultant may not subcontract any work for the City to any subconsultant that has not provided an affidavit stating that the subconsultant does not employ, contract with or subcontract with an unauthorized alien."

ARTICLE 40
PARTICIPATION PLAN

Consultant agrees to the City's minimum goal requirement of 5% of the Services to be performed by a CBE/SBE and 5% of the Services to be performed by a Local vendor. Consultant agrees to make a good faith effort at recruiting such vendors to complete the Services and shall also submit a Proposed Subconsultants list showing anticipated Approved Vendors. Prime Consultant who has proven CBE/SBE status will satisfy the relevant goal requirements, through self performance. Prime Consultant who has proven Local status will satisfy the relevant goal requirement, through self performance.

ARTICLE 41
ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written below.

CITY OF MIRAMAR:

By: _____
City Manager
Dr. Roy L. Virgin

CONSULTANT:

By: _____
Vice President
Patrick, A. Davis

This ____ day of _____, 2025.

Date: _____

ATTEST:

Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.

SCOPE OF SERVICES

WASTEWATER RECLAMATION FACILITY ANAEROBIC DIGESTER NO. 3 DESIGN AND CONSTRUCTION MANAGEMENT SERVICES RFQ No. 24-09-47

March 19, 2025

PREAMBLE

The City of Miramar (City) has owned and operated the Wastewater Reclamation Facility (WWRF) since 1997. The WWRF has operated with one primary and one secondary anaerobic digester, adhering to the regulatory requirements of 40 CFR Part 503 and FAC 62-640 for beneficial use of biosolids. ~~Recent City Land Use Plan changes allow more development in the WWRF service area.~~ It is anticipated that additional wastewater flows ~~from this development~~ will cause the WWRF to exceed its currently rated capacity by 2036. In addition, the functional capacity of the two existing digesters has been reduced over recent years due to several issues, including the accumulation of inert solids, reduction in effective digestion volume, clogging of transfer sludge piping, worn pump parts, debris accumulation, and struvite buildup. The City has undertaken mitigation efforts, including innovative piping modifications and the installation of finer headworks screens, but effective digestion capacity remains reduced. The need for a third digester is urgent to accommodate future development, restore system capacity, and enable cost-effective rehabilitation of existing Digesters Nos.1 and 2.

BACKGROUND

The WWRF operates one (1) primary and one (1) secondary anaerobic digester. After thickening via gravity belt thickeners, sludge is pumped to a fixed cover primary digester (Digester No. 1) for anaerobic stabilization. Digested sludge from Digester No. 1 flows by gravity to a floating cover secondary digester (Digester No. 2) through an equalization pipeline. Both digesters include sludge heating and mixing systems to promote effective digestion. The sludge heating system includes hot water boilers and sludge-to-hot water heat exchangers to maintain digestion temperatures between 95°F and 100°F. Each digester includes multiple draft-tube mixers to maintain consistent total solids concentrations and heat distribution throughout the tank volume. Effective heating and mixing enables the digestion process to break down unstable compounds, destroy pathogens, and reduce volatile solids to meet EPA Class B standards for biosolids stabilization.

Based on increased flow projections and current operational challenges, the City has acknowledged the need for the design and construction of new Digester No. 3 as outlined in the following Scope of Services:

SCOPE OF SERVICES

TASK 1 Project Coordination and Initial Engineering Analysis

Project Meetings

The Consultant will conduct the below listed meetings:

- Kick-off Meeting
- Preliminary Design Report (PDR) / 30% Design Review Meeting
- 60% Design Review Meeting
- 90% Design Review Meeting

Meeting agendas and minutes will be submitted to the City in electronic format.

Specific Purpose Topographic Survey: Consultant will contract the services of a licensed State of Florida Surveyor to prepare a topographic survey in accordance with the requirements of Florida Administrative Code Chapter 61G17.004 (Florida Minimum Technical Standards) as set forth for these types of surveys. The topographic survey will be limited to those above ground visible improvements lying within the area proposed for construction of Digester No. 3 (west of existing Digester Nos. 1 and 2).

Underground Horizontal Locates: Consultant will retain the services of an underground utility locator company to perform limited location and marking of underground utilities in select areas of the project. The work will include the horizontal location of water, sewer, telecommunications and electric utilities where possible. Surveying of markings will be in accordance with ASCE Standard 38-02 – “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data”.

Geotechnical Investigation: Consultant will contract the services of a State of Florida licensed geotechnical engineer to identify subsurface soil conditions in the project area. The geotechnical engineer will provide a layout of the soil boring location in the field and coordinate with the underground utility locator company to secure underground utility information prior to field work. The geotechnical firm will perform five (5) Standard Penetration Test (SPT) soil borings (ASTM D-1586), to a depth of 50 feet below the existing grade or auger refusal. Laboratory analyses including visual classification of soil samples in accordance with the Unified Soil Classification System (USCS) and testing of selected soil samples for index properties limited to moisture content, full grain size analysis and organic content will be performed. An engineering report providing the results of the SPT boring test, the soil laboratory testing, and recommendations for the proposed improvements will be provided.

TASK 2 – Detailed Design Services for Bid

Preliminary Design Report (PDR) / 30% Design

Elements of the 30% Design for Digester No. 3 will be summarized in a PDR.

- Preliminary design and performance criteria
- Recommended materials of construction
- Preliminary hydraulic analysis and transfer pump selection
- Preliminary list of specifications
- Development of engineering opinion of probable construction cost (OPCC)
- Preliminary implementation schedule through completion of construction

- 30% conceptual drawings illustrating a site plan, equipment layout, piping configuration, yard piping, digester structure dimensions, process flow diagrams, electrical equipment layouts and general P&ID diagrams. Additional items such as access for staging, laydown, power needs, and trailers for construction staff will be illustrated.
- Preliminary construction sequencing and phasing requirements for maintenance of plant operations.

Consultant shall provide a draft PDR for discussion with City staff. Consultant shall attend a meeting with City staff to review and receive City comments. Consultant shall prepare and distribute minutes from this meeting. The PDR shall be finalized within two weeks for inclusion of City comments prior to proceeding with development of Contract Documents.

60% Design Documents

The 60% design submittal shall be based on the PDR / 30% Design Documents and any adjustments to that design authorized by the City during the PDR review meeting. Consultant will prepare and submit to the City for its review 60% design documents consisting of drawings and specifications describing the Project and will update the OPCC based on the 60% design.

Digester No. 3 design elements generally include the following:

- Paving, grading and drainage improvements
- Yard piping modifications
- One (1) heat exchanger
- One (1) sludge transfer pump
- Two (2) sludge recirculation pumps
- Motor operated valves for digester batch feeding
- Sludge draw-off piping with flushing tees
- Miscellaneous mechanical piping and quarter-turn valves
- Electrical requirements
- Instrumentation requirements
- Concrete tank (digester) with fixed cover
- Modifications to existing gas handling system

In addition, the following items related to the existing anaerobic digestion system will be addressed during the project:

- Confirmation of heat exchanger hot water system capacity
- Rehabilitation of Heat Exchanger No. 2
- Evaluation of existing electric feed to digester building
- Replacement of existing digester electrical room air conditioner
- Evaluation of Digester No. 2 floating cover access catwalk
- Replacement of Digester No. 1 level indicator
- Replacement of Anaerobic Digesters control panel and conduit (located on roof)
- Addition of heat exchanger isolation valves
- Replacement of existing sludge recirculation pumps
- Replacement of existing sludge transfer pumps and grinders

The City shall provide a directive to the Consultant, at or before the 60% design review meeting, whether the Consultant is authorized to proceed with the additional design services.

90% Design Documents

The 90% design submittal shall consist of the entire contract document set including technical specifications and construction drawings for all work proposed. Consultant shall provide City with an electronic copy (PDF format) of the plans and specifications and will update the OPCC based on the 90% design.

Preparation of Final Bid Documents

Consultant shall incorporate final comments received from City during the 90% design review meeting, make adjustments to the 90% OPCC, as needed, and prepare a Bid Schedule for incorporation by the City into the Front End documents. City will prepare Front End documentation and provide electronic copy (PDF and word format) to Consultant for incorporation into Final Bid Documents. Consultant shall provide the City with bid drawings and specifications in electronic PDF format.

TASK 3 – Permitting

The purpose of this task is to prepare and submit required permit applications for Digester No. 3. Consultant shall coordinate with regulatory agencies and prepare permit applications and backup documents as required by each entity. The PDR developed under task 2 will be submitted to the required permitting agencies. Backup documents may consist of description of methods, figures, calculations, drawings, specifications, etc.

A list of agencies that may require permits and/or coordination are provided below:

- Florida Department of Environmental Protection
- Broward County Resilient Environment Department
- City of Miramar Building Department
- South Broward Drainage District

All permit fees shall be paid by the City. The Engineer's technical specifications shall define the Contractor's responsibility related to permits it is required to obtain (e.g. Stormwater Pollution Prevention Plan, etc).

TASK 4 – Bid Services

Consultant shall attend one pre-bid conference and job walk-through prior to the advertised bid date. Consultant, in collaboration with the City, shall prepare timely responses to inquiries by potential bidders through written addenda. These queries shall be transmitted to the Consultant upon receipt by City. Consultant shall prepare responses to technical inquiries deemed appropriate. Consultant shall prepare addenda related to technical inquiries and provide one electronic copy (PDF format) to City for distribution. Responses to non-technical inquiries shall be provided by City. City shall forward the lowest responsive bid to Consultant. Consultant shall evaluate lowest responsive bid for technical compliance and shall make a recommendation to the City regarding the award of the contract. Non-technical bid requirements shall be evaluated by

City. This Scope of Services does not include time for Consultant to assist City in the event of a bid protest. Consultant shall perform reference checks of the lowest responsive bidder.

Preparation of Conformed Contract Documents for Execution

Consultant shall provide up to four (4) sets of reproducible bid documents and addenda for execution by City and Contractor within seven calendar days of request by City. Drawings shall be provided to the City electronically in PDF format.

TASK 5 – Services During Construction

The construction period for this project is assumed to be 22 months for Substantial Completion and a further two months for Final Completion. The specific construction phase services to be provided by the Consultant include the tasks described below.

Assistance to Contractor for Procuring Agency Permits and Approvals

Consultant shall submit the documents to Broward County Resilient Environment Department (BCRED) for review and approval to obtain the Transportation Concurrency Satisfaction Certificate. This shall occur prior to the Contractor submitting plans to the City's Building Department. Consultant shall provide assistance to the Contractor for procuring permits from the City of Miramar Building Department. Consultant shall provide digitally signed/sealed drawing revisions and submittals as required to obtain permits. Consultant shall respond to requests for additional information from the City's Building Department.

General Administration of Contract

Consultant will provide services for the administration of the executed contract between City and Contractor. This task includes rendering interpretations of the Contract Documents, providing scheduling assistance, project coordination and correspondence with City. It is assumed that general administration services will be provided for a project duration spanning 24 months. A construction management electronic system will be maintained by the Engineer. Hazen will provide accounts to the City and Contractor staff for access to construction documents. Construction documentation, including shop drawings and meeting minutes, shall be maintained on the system.

Preconstruction Conference – Consultant shall conduct a preconstruction conference attended by representatives of City, the Contractor and major subcontractors. Consultant shall prepare an agenda and minutes of the items discussed in PDF format.

Construction Progress Meetings - Consultant shall conduct monthly progress meetings with the City and Contractor to discuss project progress. Consultant shall prepare an agenda and minutes in PDF format of the issues discussed to the attendees, including updated submittal and RFI logs. It is assumed that up to 24 progress meetings will be held during the course of construction.

Pre-Pour Concrete Conference – Consultant shall conduct a pre-pour concrete conference attended by representatives of the City, the Contractor and major subcontractors. Consultant shall prepare an agenda and minutes of the items discussed in PDF format.

Submittal and Equipment Operation and Manual (O&M) Review

Consultant shall log, track, review and process shop drawings, O&Ms, operational plans, and any other submittals which the Contractor is required to submit. Review shall be completed within twenty-one (21) calendar days of receipt of the submittal except for special items requiring longer review time if so noted in the Construction Contract Documents. The review shall be for conformance with the design intent and compliance with the information presented in the Construction Contract Documents. Consultant shall determine the acceptability of materials and

equipment proposed by the Construction Contractor. Review of up to 150 submittals (including re-submittals) is anticipated. Consultant shall also review updated construction progress schedules and record drawings on a monthly basis. Consultant shall maintain a shop drawing log indicating the dates of Contractor submittals, rejections and approvals. This log shall be distributed at monthly progress meetings.

Applications for Payment

Consultant shall review monthly payment applications (total of 24 anticipated) for conformance with the Contract Documents and the approved Schedule of Values. Consultant and/or City inspector shall verify the quantities as represented on the payment application and make a recommendation to the City to proceed with the payment as requested, or as modified based on the Consultant review.

Construction Interpretations and Clarifications

Consultant shall receive, log, distribute, and respond in writing, along with associated support materials, to Contractor's requests for information (RFI) regarding the design documents during construction. A total of 125 RFI responses have been included in this task. Consultant shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. These interpretations will be rendered, and a response prepared and submitted to the Contractor in a timely fashion commensurate with the nature of the response.

Construction Changes

Consultant shall, prepare, review, process and negotiate proposals, work change directives, and change orders during construction. It is assumed that up to ten (10) requests for proposal will be prepared and reviewed and up to ten (10) change orders will be prepared.

Full Time Site Observations

The Consultant will provide a full-time Resident Project Representative (RPR) for field observation of the Work. The RPR's duties include:

- Attend pre-construction conference, pre-pour concrete conference, construction progress meetings and other job meetings, if necessary.
- Serve as the construction liaison, working primarily with the Contractor(s) superintendent(s) and plant staff.
- Advise the Consultant's Construction Administrator of the construction progress.
- Assist in obtaining additional details or information when required at the job site.
- Conduct on-site observations of construction in progress (including specialized field tests) to assist in determining if construction is proceeding in substantial accordance with the Contract Documents.
- Inform the Contractor and Construction Administrator whenever the Inspector believes that construction is unsatisfactory, faulty or defective, does not conform to the Contract Documents or approved Shop Drawings, does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment.
- Visually review suitability and method of storage of materials, equipment and supplies delivered to the construction site.

- Verify that operating and maintenance procedures are available to the City before equipment start-up and operator training is conducted by the Contractor.
- Observe, record, and report appropriate details relative to testing and commissioning procedures for the work.
- Prepare and submit daily reports and project photographs to the Consultant and maintain a daily diary or log book, recording hours on the job site, weather conditions, data pertaining to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in observing test procedures. Record names, addresses and telephone numbers of Contractor, subcontractor and major supplier personnel.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project(s) and record the outcome of these inspections in the daily report.

Consultant shall conduct on-site observations of construction to assist the City in determining if construction is proceeding in substantial accordance with the Contract Documents.

The Consultant shall not authorize any deviation from the contract documents or any substitution of materials or equipment unless first authorized in writing by the City. The Consultant shall not undertake any of the responsibilities or duties of the Contractor, subcontractors, equipment suppliers, or others charged with construction of the Project. The Consultant shall not advise with respect to, or assume control over, any of the means, methods, techniques, sequences or procedures of construction unless such advice or control is specifically required by the Contract Documents. The Consultant shall not approve any interruptions or modification of City's facilities without the approval of City

Specialty Inspections

Consultant shall undertake periodic specialty site inspection sufficient for all design discipline Engineers of Record to certify completion of the job for each discipline and to address issues that occur in the normal course of construction.

Special Inspector Services

Consultant shall provide Special Inspector Services as outlined in the Broward County Administrative Code and the Florida Building Code. Consultant shall prepare and submit the form "Special Building Inspector" as required by the City of Miramar Building Department for the anaerobic digester as well as signed and sealed inspection reports as required. In addition, a Certificate of Compliance shall be submitted in accordance with Section 109.11.7 of the Florida Building Code at the conclusion of the project.

Startup and Testing Services

Prior to substantial completion of the work, Consultant will assist the Contractor and City with start-up of the new Digester No. 3 and associated facilities. Consultant shall provide performance testing witnessing services upon successful completion of prerequisite functional and equipment testing requirements. The Consultant will oversee system performance testing is in accordance with the Contract Documents. It is anticipated that testing of the existing Digester Nos. 1 and 2 will be conducted to gather baseline data. It is assumed that sampling for performance testing will either be performed by the City's lab or by the Contractor through an allowance.

Closeout Services

Punchlist: Upon receiving notice from the Contractor that the project is substantially complete, Consultant, in conjunction with appropriate City staff, shall develop a punch list of the project. The punch list shall include items needing completion or correction prior to consideration of final acceptance. Consultant shall develop the list with assistance from City. The list shall be forwarded to the Contractor by the Consultant. Upon notification from the Contractor that all remaining punch list items have been resolved, Consultant, in conjunction with appropriate City staff, shall perform a final review of the finished project.

WWRF Operation and Maintenance Manual (O&M) Update: The Consultant shall update applicable sections of the City's WWRF O&M. The update will be limited to the equipment supplied in this contract. The City shall provide the Consultant with the WWTP O&M in Microsoft word format. Consultant will provide the City with an updated electronic word and PDF version of the limited O&M sections.

Project Certifications: Based on successful completion of all outstanding work items by the Contractor, Consultant shall assist in closing out the construction contract by certifying final construction to jurisdictional agencies including the following:

- Broward County Resilient Environment Department (BCRED)
 - Construct or Modify a Wastewater Treatment or Reclamation Facility
 - South Broward Drainage District
- Florida Department of Environmental Protection (FDEP) – Revision to a Wastewater Treatment Facility or Activity
- City of Miramar Building Department – Special Inspector Certification of Compliance

Record Drawings

The Consultant shall review redlines furnished by the contractor and shall incorporate as-built information on record drawings and certify and submit to the City that said information is accurate and complete to the best of the Consultant's knowledge.

TASK 6 – Additional Design Services Allowance

Consultant shall provide additional design services to the City, at the City's discretion, through this allowance.

KEY ASSUMPTIONS

Consultant's level of effort is based on the following key assumptions:

- The cleaning and rehabilitation of Digester Nos. 1 and 2 is not included.
- City will provide Consultant with copies of all pertinent data in electronic format (i.e. Excel spreadsheet) for execution of the work.
- The emergency generator capacity is assumed to be adequate to accommodate new equipment in this contract. Additionally, the existing WWRF Florida Power and Light (FP&L) service is assumed to be adequate.
- Previous plans and specifications in their present format will be used to the extent possible. City will disclose any changes made subsequent to the existing record documents.

- Sole sourcing of equipment as desired for efficiency and to consolidate parts and maintenance will be addressed by the City. City will perform administrative activities and provide the appropriate documentation for the Front End to allow sole-sourcing of desired equipment.
- No owner-furnished / pre-purchasing of equipment is anticipated.
- Consultant will prepare Bid Schedule and provide an electronic copy (Word format) to City for incorporation into Front End documentation.
- City will prepare Front End documents and provide an electronic copy (PDF format) to Consultant for incorporation into Bid Documents.
- City will administer distribution of Bid Documents to construction contractors and other potential bidders through Demand Star.
- Construction duration is anticipated to be 22 months from Notice to Proceed to Substantial Completion and 24 months to Final Completion.
- City shall pay all permitting fees.
- Consultant shall not be responsible for the acts or omissions of any construction contractor, any construction subcontractor, or any other person (except Consultant's own employees, subconsultants or other agent) at the project site.
- Consultant shall not be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or related safety precautions and programs.
- Consultant shall not be responsible for payment of any testing fees (including laboratory fees) required by the Contract Documents.
- Consultant's scope of services does not include claims analysis or litigation support.
- Working days are Monday through Friday, between the hours of 8AM and 5PM.
- The South Broward Drainage Permit for the existing facility matches the existing conditions.
- Existing lighting is adequate with respect to obtaining a City of Miramar building department permit.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, A DESIGN PROFESSIONAL WHO IS AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS CONTRACT.

COMPENSATION

This Work Authorization will be performed on a lump sum basis for \$2,477,704 in accordance with Article 1 of the Agreement. An Owner's Allowance of \$100,000 for use at the City's discretion has been included for a total project fee of \$2,577,704. A fee breakdown by task, as described in the Scope of Services, is attached.

TIME OF PERFORMANCE

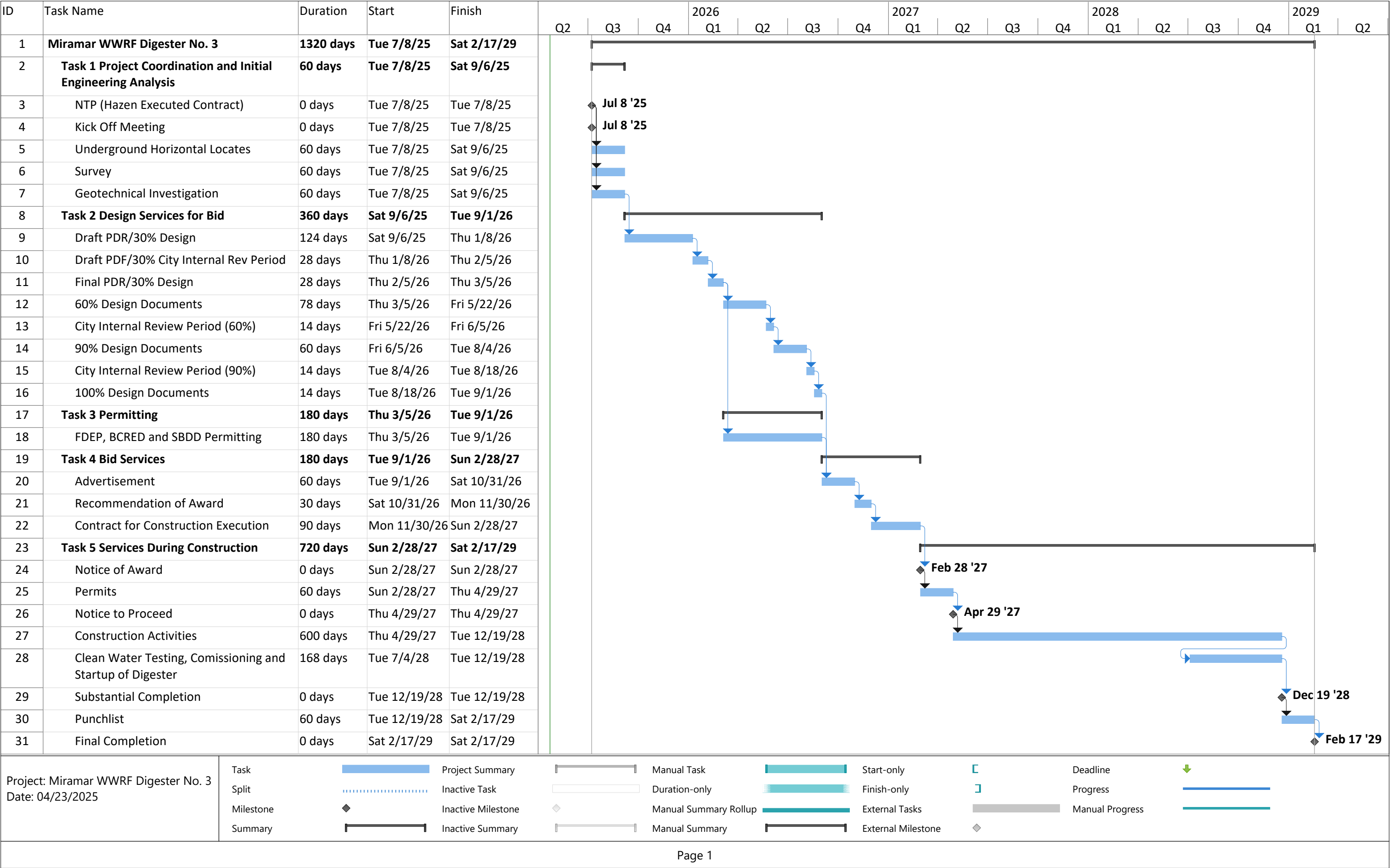
The anticipated duration for the major work tasks is summarized in the table below.

Task	Task Duration (Calendar Days)	From Notice to Proceed
Notice to Proceed	0	0
Task 1 – Project Coordination and Initial Engineering Analysis	60	60
Task 2 – Detailed Design Services for Bid	360	420
Task 3 – Permitting	180	420
Task 4 – Bid Services	180	600
Task 5 – Services During Construction	660	1,260
Task 6 – Project Closeout	60	1,320
Total (all tasks complete)		1,320 Calendar Days

**Includes construction contract award and NTP*

**CITY OF MIRAMAR
WASTEWATER RECLAMATION FACILITY
ANAEROBIC DIGESTER No. 3 DESIGN AND CONSTRUCTION MANAGEMENT SERVICES
FEE ESTIMATE
March 19, 2025**

March 19, 2026											
Task	Billing Category	Vice President	Associate Vice President	Senior Associate	Associate	Principal Engineer	Assistant Engineer II	Senior Principal Designer	Principal Administrator	Hours	Fee
	Billing Rate @ 3.1 Multiplier:	\$367.20	\$335.27	\$332.07	\$293.76	\$194.77	\$130.91	\$210.74	\$127.72		
	Task Description										
1	Project Coordination and Initial Engineering Analysis	8	15	26	44	16	36	16	8	169	\$41,749
	Project Meetings/Site Visits	8	15	26	44	16	36	16	8	169	\$41,749
	Surveying	See Sub Direct Costs Section								0	\$0
	Topographic Survey	See Sub Direct Costs Section								0	\$0
	Underground Horizontal Locates	See Sub Direct Costs Section								0	\$0
	Geotechnical Investigation	See Sub Direct Costs Section								0	\$0
2	Detailed Design Documents	58	118	160	1108	670	1096	912	2	4124	\$905,903
	Preliminary Design Report / 30% Design	14	68	40	168	40	168	40	2	540	\$129,043
	60% Design Documents/OPCC	25	27	69	558	372	548	523	0	2122	\$459,474
	90% Design Documents/OPCC	13	15	37	283	190	280	262	0	1080	\$234,099
	100% Design Documents/OPCC	6	8	14	99	68	100	87	0	382	\$83,287
3	Permitting	6	16	26	40	0	72	24	6	190	\$43,203
	FDEP WWTP Modification	2	4	6	12	0	20	8	2	54	\$12,153
	Miramar Building	2	4	6	16	0	24	8	2	62	\$13,852
	BCRED	2	4	6	12	0	20	8	2	54	\$12,153
	SBDD	0	4	8	0	0	8	0	0	20	\$5,045
4	Bidding	1	11	6	16	4	28	24	2	92	\$20,509
	Solicitation of Bids	0	1	0	2	0	2	0	0	5	\$1,185
	Prebid Meeting and Site Visit	0	8	0	8	0	8	0	0	24	\$6,080
	Addenda	0	1	0	4	0	8	12	0	25	\$5,087
	Evaluation of Contractors and Suppliers	1	0	0	0	0	2	0	0	3	\$630
	Bid Opening (Bid tabulation and Recommendation for Award)	0	0	0	0	0	0	0	2	2	\$256
	Conformed Documents	0	1	6	2	4	8	12	0	33	\$7,271
Design/Permitting and Bidding Services Subtotal		73	160	218	1208	690	1232	976	18	4575	\$1,011,364
5	Construction Management Services	48	260	393	535	4269	1186	20	96	6806	\$1,395,340
	General Administration of Contract	4	96	96	96	0	48	0	8	348	\$101,040
	Preconstruction, Construction and Pre-Pour Concrete Meetings	4	12	96	0	0	96	0	8	216	\$50,960
	Submittal Review	4	75	75	300	0	525	0	8	987	\$209,397
	Applications for Pay	4	0	0	24	0	72	0	8	108	\$18,967
	Construction Interpretations and Clarifications	4	63	63	0	0	250	0	8	387	\$76,927
	Construction Changes	4	5	5	20	0	50	0	8	92	\$18,248
	Site Observations	4	0	0	0	4160	0	0	8	4172	\$812,734
	Specialty Inspections	4	0	40	40	40	40	0	8	172	\$40,551
	Special Inspector Services and Certification to Building Department	4	2	12	0	48	8	0	8	82	\$17,543
	Startup Services	4	3	4	23	14	22	0	8	78	\$17,188
	Close-Out Services (Punchlist, Certification, WWRf OM Update)	4	4	0	20	0	64	0	8	100	\$18,086
	Record Drawings	4	0	2	12	7	11	20	8	64	\$13,699
Construction Management Services Subtotal (Lump Sum)		48	260	393	535	4269	1186	20	96	6806	\$1,395,340
6	Additional Design Services										\$100,000
	Subtotal (Lump Sum)										\$2,506,704
	Specific Purpose Topographical Survey (CTA)										\$20,000
	Horizontal Locates (CTA)										\$10,000
	Geotechnical Exploration (WIRX) (5 borings and Engineering Report)										\$40,000
	Reimbursable Expenses										\$1,000
Subconsultant Subtotal (Lump Sum)											\$71,000
TOTAL ESTIMATED FEE (Lump Sum)											\$2,577,704





HAZE&SA-01

KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2025

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

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:		
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279	
	E-MAIL ADDRESS: admin@amesgough.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Casualty Company (CNA) A, XV	20443	
INSURED Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	INSURER B : National Fire Insurance Company of Hartford A(XV)	20478	
	INSURER C : Continental Insurance Company A(XV)	35289	
	INSURER D : American Casualty Co of Reading, PA A(XV)	20427	
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7036845683	3/29/2025	3/29/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7036845635	3/29/2025	3/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Comp./Coll. Ded \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7036845649	3/29/2025	3/29/2026	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
							\$
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	7036845652	3/29/2025	3/29/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Per Claim/Aggregate \$ 1,000,000
A	Professional Liab.			AEH008231489	3/29/2025	3/29/2026	

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

The City of Miramar, FL is included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Miramar, FL 2300 Civic Center Place Miramar, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
conditions.

Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

**Waiver of Transfer of Rights of Recovery Against
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1.IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2.WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

100200066-40292826668378





Workers Compensation And Employers Liability Insurance Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)
Endorsement Effective Date:
Endorsement No: 5; Page: 1 of 1
Underwriting Company: American Casualty Company Of Reading, PA

Policy No: 7036845652
Policy Effective Date: 3/29/25
Policy Page:



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: HAZEN AND SAWYER D.P.C.

Endorsement Effective Date: 03/29/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13
Endorsement Effective Date:
Endorsement No: 23; Page: 1 of 1
Underwriting Company: National Fire Insurance Of Hartford

Endorsement Expiration Date:

Policy No: BUA 7036845635
Policy Effective Date: 03/29/2025
Policy Page: 106 of 464



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 57; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 7036845635

Policy Effective Date: 03/29/2025

Policy Page: 267 of 420

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

- IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. Supervisory, inspection, architectural or engineering activities; or
 - B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.
- VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. Primary and non-contributing with other insurance available to the additional insured; or
- 2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

- VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
- 2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or
2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**RFP 24-09-47
ANAEROBIC DIGESTER UNIT**

Evaluation and Scoring

DECEMBER 10, 2024 @ 4:00 p.M.

	RATERS			TOTAL	RANKNG
Firms	1	2	3		
CPH	89	58	83	230	2
HAZEN AND SAWYER	90	82	87	259	1