

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

**Meeting Date:** November 13, 2019

**Presenter's Name and Title:** Jinsheng Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities, on behalf of the Utilities Department and Alicia Ayum, Director of Procurement on behalf of the Procurement Department

**Prepared By:** Jinsheng Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities

**Temp. Reso. Number:** 7058

**Item Description:** Temp. Reso. #7058, APPROVING THE AWARD OF THE REQUEST FOR LETTERS OF INTEREST (RLOI) NO. 19-10-35, ENTITLED "RISK ASSESSMENTS AND EMERGENCY RESPONSE PLANS SERVICES", TO HAZEN AND SAWYER, P.C., AND AUTHORIZING THE EXECUTION OF THE PROJECT AGREEMENT IN A LUMP SUM AMOUNT OF \$200,814 . (Roy Virgin, Ph.D., Director of Utilities and Alicia Ayum, Director of Procurement).

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

**Instructions for the Office of the City Clerk:**

**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 \$200,814 is available in Utilities, GL-Account 410-55-100-536-000-603190 Entitled "Prof Svcs-Other".


**Content:**

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR 7058
  - Exhibit A: Project Agreement with Hazen and Sawyer, P.C. to provide the professional services of Risk and Resilience Assessments and Emergency Response Plans.
- Attachment(s)
  - Attachment 1: Request for Letters of Interest (RLOI#19-10-35)
  - Attachment 2: Final Ranking of RLOI #19-10-35



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Vernon E. Hargray, City Manager 

**BY:** Roy L. Virgin, Ph.D., Director of Utilities and Jinsheng Huo, Ph.D., P.E.,  
BCEE, Assistant Director of Utilities

**DATE:** November 7, 2019

**RE:** Temp. Reso. No. 7058, approving and authorizing an execution of a Project Agreement with Hazen and Sawyer, P.C. to provide the professional services of Risk and Resilience Assessments and Emergency Response Plans in full compliance with America's Water Infrastructure Act) in a lump sum amount of \$200,814

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 7058, approving and authorizing execution of a project agreement with Hazen and Sawyer, P.C. (Engineer), for the professional services of Risk and Resilience Assessments and Emergency Response Plans (PROJECT) in a lump sum amount of \$200,814.

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

**BACKGROUND:** The City of Miramar ("City") Utilities Department is responsible for providing potable water to customers within the service area. As required by the America's Water Infrastructure Act (AWIA) of 2018, City of Miramar water utilities need to complete Risk and Resilience Assessments (RRA) on or before March 31, 2020 and Emergency Response Plans (ERP) on or before September 30, 2020. The scope of work herein includes Risk and Resilience Assessments (RRA) and Emergency Response Plans (ERP) in full compliance with America's Water Infrastructure Act (AWIA).

In October 2019, the City issued RLOI #19-10-35 to the pre-qualified pool of Engineering Consultants to provide professional services to the City, on an as-needed-basis, as approved by Resolution No.19-52. Four proposals were received on October 17, 2019.

On October 22, 2019, the selection committee comprised of City's Public Works, Engineering, and Utilities staff reviewed, discussed, scored and ranked the proposals in accordance with the criteria set forth in the RLOI. The selection committee recommended Hazen and Sawyer as the highest qualified responsive and responsible scoring proposer.

Subsequently, the City contacted Hazen and Sawyer, and negotiated a Project Agreement which is competitive and reasonable in a lump sum amount of \$200,814 for providing the scope of work for the Risk and Resilience Assessments and Emergency Response Plans Services for the City of Miramar's potable water system.

Therefore, it is recommended that the City Commission approve the final award of the RLOI No.19-10-35 and authorize the City Manager to execute the Project Agreement with Hazen and Sawyer and accept the fee proposal for the provision of Engineering and Consulting Services for the Risk and Resilience Assessments and Emergency Response Plans project, in a lump sum amount of \$200,814.

Temp. Reso. No. 7058  
9/10/19  
11/5/19

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF THE REQUEST FOR LETTERS OF INTEREST (RLOI) NO. 19-10-35, ENTITLED "RISK ASSESSMENTS AND EMERGENCY RESPONSE PLANS SERVICES", TO HAZEN AND SAWYER, P.C., AND AUTHORIZING THE EXECUTION OF THE PROJECT AGREEMENT IN A LUMP SUM AMOUNT OF \$200,814; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miramar ("City") Utilities Department is responsible for providing potable water services to customers within the service area; and

**WHEREAS**, as required by the America's Water Infrastructure Act (AWIA) of 2018, the City of Miramar Utilities Department needs to complete Risk and Resilience Assessments (RRA) on or before March 31, 2020 and Emergency Response Plans (ERP) on or before September 30, 2020; and

**WHEREAS**, In October 2019, the City issued RLOI #19-10-35 to the pre-qualified pool of Engineering Consultants to provide professional services to the City, on an as-needed-basis, as approved by Resolution No.19-52. Four proposals were received on October 17, 2019; and

Reso. No. \_\_\_\_\_

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**WHEREAS**, On October 22, 2019, the selection committee comprised of City's Public Works, Engineering, and Utilities staff reviewed, discussed, scored and ranked the proposals in accordance with the criteria set forth in the RLOI. The selection committee recommended Hazen and Sawyer, P.C. as the highest qualified responsive and responsible scoring proposer.; and

**WHEREAS**, the City contacted Hazen and Sawyer, P.C., and negotiated a Project Agreement which is competitive and reasonable in the amount of \$200,814 for providing the scope of work for the Risk and Resilience Assessments and Emergency Response Plans Services for the City of Miramar's potable water system; and

**WHEREAS**, the City Manager recommends that the City Commission approve the award of the RLOI No.19-10-35 and authorize execution of the Project Agreement with Hazen and Sawyer, P.C. and accept the fee proposal in a lump sum amount of \$200,814 for the provision of Engineering and Consulting Services for the Risk and Resilience Assessments and Emergency Response Plans Project; 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 and authorize the City Manager to execute the Project Agreement with Hazen and Sawyer, P.C. and accept the fee proposal in a lump sum amount of \$200,814 for the provision of Engineering and Consulting Services for the Risk and Resilience Assessments and Emergency Response Plans Project.

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**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 hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2:** That it approves the award of the RLOI No. 19-10-35 with Hazen and Sawyer, P.C. for the provision of Engineering and Consulting Services for the Risk and Resilience Assessments and Emergency Response Plans Project.

**Section 3:** That it approves the Project Agreement with Hazen and Sawyer, P.C. and accept the fee proposal in a lump sum amount of \$200,814 for the provision of Engineering and Consulting Services for the Risk and Resilience Assessments and Emergency Response Plans Project.

**Section 4:** That it authorizes the Interim City Manager to execute the Project Agreement with Hazen and Sawyer, P.C. in the form attached hereto as Exhibit “A,” together with any non-substantive changes are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 5:** That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

**Section 6:** That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 7058  
9/10/19  
11/5/19

**PASSED AND ADOPTED** this \_\_\_\_\_ day of November, 2019.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Alexandra P. Davis

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 Winston F. Barnes  
Commissioner Maxwell B. Chambers  
Commissioner Yvette Colbourne  
Vice Mayor Alexandra P. Davis  
Mayor Wayne M. Messam

**Voted**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**PROJECT AGREEMENT  
FOR RISK AND RESILIENCE ASSESSMENTS AND EMERGENCY  
RESPONSE PLANS SERVICES  
BETWEEN  
CITY OF MIRAMAR  
AND  
HAZEN AND SAWYER, P.C.**

**THIS PROJECT AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into this \_\_\_\_ day of November, 2019, between the **CITY OF MIRAMAR, FLORIDA**, a Florida municipal corporation with its principal offices located at 2300 Civic Center Place, Miramar, Florida 33025 (hereinafter referred to as the “City”), and **HAZEN AND SAWYER, P.C.**, a Florida profit corporation, (hereinafter referred to as the “Consultant”), with its principal offices located at 4000 Hollywood Boulevard, 750N, Hollywood, FL 33021.

**WITNESSED:**

**WHEREAS**, on January 16, 2019, by the adoption of Resolution No. 19-52, the City Commission approved a new pool of Architectural and Engineering Consultants to provide professional services to the City on an as needed basis; and

**WHEREAS**, the Consultant is a member of the new pool under the subcategory of Utilities and has executed a Continuing Services Agreement applicable to the provision of such professional services; and

**WHEREAS**, the Consultant responded to the City’s Request for Letter of Interest # 19-10-35 (hereinafter referred to as the “RLOI”) and has been chosen by the City to provide Risk and Resilience Assessments and Emergency Response Plans (hereinafter referred to as the “Project”) and the parties, through mutual negotiation, have agreed upon the Scope of Services.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

**1. Contract Documents**

The Contract Documents referred to in this Agreement shall be comprised of the following:

**1.1** This Agreement (hereinafter referred to as the “Specific Projects” or “Project Agreement”) in the Continuing Services Agreement between



the parties, including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement;

**1.2** A Scope of Services request completed by the Consultant and accepted by the City, attached hereto as **Attachment "A"**;

**1.3** The Continuing Services Agreement dated March 27, 2019, between the City and Consultant, the terms and conditions of which shall apply to the provision of Services under this Agreement;

**1.4** Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications and insurance certificates; and

**1.5** All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the entire agreement for the Services agreed to herein between the parties, and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail.

**2. The Work**

Consultant shall furnish all labor, materials and equipment necessary to provide professional Services as specified in the Scope of Services request completed by the Consultant and accepted by the City.

**3. Period of Service**

The Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and a letter of Notice to Proceed from the City and shall complete the Project within the time mutually agreed upon, as specified in the Scope of Services request accepted by the City.

**4. Compensation**

Compensation (the "Contract Sum") for performing the Services related to the Project shall be the fee of Two Hundred Thousand Eight Hundred Fourteen Dollars (\$200,814.00) specified in the Scope of Services request accepted by the City.

**5. Payments**

**5.1** The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Attachment "A". The City shall pay the Consultant for work performed subject to the specifications of the job and any additions and deductions by subsequent change order provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

**5.2:** The Consultant shall provide periodic invoices to the City upon completion of a substantial amount of Services relating to the Scope of Services contained within this Agreement. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

**6. Termination**

This Agreement may be terminated by the City for convenience upon thirty (30) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under the this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City 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 and the provisions in the paragraph above shall apply.

**7. Default:**

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

**8. Anti-lobbying/No Contingent Fee:**

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

**9. Warranties and Guarantees:**

**9.1** The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

**9.2** The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to negligent acts, errors or omissions without cost to the City.

**10. Binding Effect:**

This Agreement shall bind and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

**11. Amendments and Modification:**

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

**12. Merger; Amendment:**

This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

**13. Nonassignability:**

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

**14. Notices:**

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**FOR CONSULTANT:**

Hazen and Sawyer, P.C.  
Janeen M. Wietgreffe, P.E.  
4000 Hollywood Blvd, Suite 750N  
Hollywood, FL 33029  
Telephone: 954-987-0066  
Facsimile: 954-967-2949

**FOR CITY:**

City of Miramar  
Vernon E. Hargray  
City Manager  
2300 Civic Center Place  
Miramar, FL 33025  
Telephone: 954-602-3115  
Facsimile: 954-602-3672

**With Copy to:**

City Attorney  
Austin Pamies Norris  
Weeks Powell, PLLC  
401 North Avenue of the Arts  
Fort Lauderdale, Florida 3331

**15. Severability; Waiver:**

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the future enforceability of that provision or the remainder of this Agreement.

**16. Other Provisions:**

**16.1** Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

**16.2** In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

**16.3** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

**16.4** Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Consultant shall ensure that public records that are exempt or confidential 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.

Unless otherwise provided by Law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Upon completion of this Agreement, or in the event of termination by either party, and all public records prepared by, or in the possession or control of Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to

Consultant shall be withheld until all documents are received as provided herein.

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.

**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](mailto:dagibbs@miramarfl.gov), OR BY MAIL: City of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, Florida 33025.**

**17. SCRUTINIZED COMPANIES:**

1. Consultant certifies that it and its subcontractors 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 subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors 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 subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors 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.
3. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

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.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

**FOR CITY:**

ATTEST:

**CITY OF MIRAMAR**

\_\_\_\_\_  
Denise Gibbs, City Clerk

By: \_\_\_\_\_  
Vernon E. Hargray,  
City Manager

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
City Attorney  
Austin Pamies Norris  
Weeks Powell, PLLC

**FOR CONSULTANT:**

WITNESS:

**HAZEN AND SAWYER, P.C.**

\_\_\_\_\_  
\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_, 2019

Corporate Seal:



**CITY OF MIRAMAR**  
**REQUEST FOR LETTERS OF INTEREST**  
**FOR RISK ASSESSMENTS AND EMERGENCY RESPONSE PLANS SERVICES**

**RLOI # 19-10-35**

**INTRODUCTION:**

The City of Miramar ("City") Requests Letters of Interest ("RLOI") from the list of Top Ranked Firms awarded under City Resolution #19-52, in the subcategory of Utilities. The City requests interested firms ("Respondents") to provide updated information and credentials for consideration in this project.

**SCOPE OF SERVICES:**

The City seeks a qualified firm to provide professional services by providing:

- 1) Risk and Resilience Assessments (RRA) and Emergency Response Plans (ERP) in full compliance with America's Water Infrastructure Act (AWIA) including but not limited to:
  - (a) Risk and Resilience Assessments (RRA): (1) the risk to the system from malevolent acts and natural hazards; (2) the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system; (3) the monitoring practices of the system; (4) the financial infrastructure of the system; (5) the use, storage, or handling of various chemicals by the system; and (6) the operation and maintenance of the system. This task must be completed on or before March 31, 2020 including submitting the certifications to Environmental Protection Agency (EPA).
  - (b) Emergency Response Plans (ERP): No later than six months after certifying completion of its risk and resilience assessment, each system must prepare or revise, where necessary, an emergency response plan that incorporates the findings of the assessment. The plan shall include: (1) strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system; (2) plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water; (3) actions, procedures and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes and construction of flood protection barriers; and (4) strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system. This task must be completed on or before September 30, 2020.

**SITE OF PROJECT:**

The site of the project is the City of Miramar's water treatment plants and distribution system.

**BASIC INSTRUCTIONS:**

Letters of Interest must be submitted no later than 2:00 p.m. on October 15, 2019, in sealed envelopes stating the Respondent's name with the RLOI title and number on the outside of the package, and addressed to:

City Clerk's Office  
2300 Civic Center Place  
Miramar, FL 33025  
954-602-3324

**Note: Please include one (1) original and three (3) copies of your response.**

**PREFERRED QUALIFICATIONS:**

The contracted firm ("Consultant") shall provide the professional services for the complete execution of the project, and in-house staff experience is preferred in the following areas:

1. Completion of similar scope projects involving local and regional AWIA project experience. All Consulting work will be prepared in accordance with the State of Florida Minimum Standards and in full compliance with America's Water Infrastructure Act (AWIA). Please provide an updated reference list showing relevant experience in these areas.
2. Respondents will show a minimum of one year experience completing projects of similar scope and size with completion within the past 5 years.
3. A listing of all key professionals needed to complete the project scope, along with their credentials and roles.

**LETTER OF INTEREST FORMAT:**

The information requested below will assist City staff in the review process. Kindly provide the following in a letter format in the order listed below:

1. Brief updated description of qualifications and the specific local office personnel that will be assigned to this project (Resumes preferred). 25 pts.
2. Knowledge and experience working with the Local, County, State and Federal standards and guidelines for Risk and Resilience Assessments (RRA) and Emergency Response Plans (ERP) in full compliance with America's Water Infrastructure Act (AWIA). 25 pts.
3. Means, methods and/or approach to complete this project. 25 pts.
4. References of similar professional services provided to other governmental clients (local and regional clients preferred); list descriptions of service provided and reference contact information, to include names, emails, phone numbers and addresses. **Failure to provide references may deem your firm non-responsive. 25 pts.**



5. Proof of valid professional/occupational licensure and insurance (Errors and Omissions, General Liability and Workers Compensation).

**REVIEW / RANKING PROCESS:**

A selection committee will review and rank submittals based on the above mentioned criteria. A presentation may be requested. The top ranked firm will be asked to develop a scope and proposal and any existing plans will be made available for those purposes.

**CONTACT INFORMATION:**

Questions, explanations or other requests regarding the RLOI must be addressed in writing to the City's Procurement Department, ATTN: Brenda Martin, Email: [bamartin@miramarfl.us](mailto:bamartin@miramarfl.us).

**CITY'S RIGHTS RESERVED:**

The City reserves the right to waive any informalities or irregularities in this RLOI. The City reserves the right to reject any and all letters of interest as they may deem to be in the best interest of the City's residents and as may affect this project.

## **REFERENCES**

**1. FIRM'S NAME:**

\_\_\_\_\_

**CONTACT NAME:**

\_\_\_\_\_

**STREET ADDRESS:**

\_\_\_\_\_

**CITY, STATE, ZIP CODE:**

\_\_\_\_\_

**TELEPHONE NUMBER:**

\_\_\_\_\_

**E-MAIL ADDRESS:**

\_\_\_\_\_

**2. FIRM'S NAME:**

\_\_\_\_\_

**CONTACT NAME:**

\_\_\_\_\_

**STREET ADDRESS:**

\_\_\_\_\_

**CITY, STATE, ZIP CODE:**

\_\_\_\_\_

**TELEPHONE NUMBER:**

\_\_\_\_\_

**E-MAIL ADDRESS:**

\_\_\_\_\_

**3. FIRM'S NAME:**

\_\_\_\_\_

**CONTACT NAME:**

\_\_\_\_\_

**STREET ADDRESS:**

\_\_\_\_\_

**CITY, STATE, ZIP CODE:**

\_\_\_\_\_

**TELEPHONE NUMBER:**

\_\_\_\_\_

**E-MAIL ADDRESS:**

\_\_\_\_\_



Date of Issuance of Addendum: **October 14, 2019**

**REQUEST FOR LETTERS OF INTEREST  
FOR RISK ASSESSMENTS AND EMERGENCY RESPONSE PLANS  
SERVICES  
RLOI # 19-10-35**

Respondents are hereby notified that this **Addendum No. 1** shall be attached to and made a part of the above named Requests Letters of Interest (the "RLOI") issued on October 3, 2019.

This **Addendum No. 1** is issued to add to, delete from, modify, clarify and/or amend the RLOI. The item(s) contained in this **Addendum No. 1** shall have full force and effect as part of the RLOI and shall prevail to the extent of any conflict with the original RLOI, and shall conform to the addition(s) and revision(s) contained herein.

- I. **THE SUBMITTAL DUE DATE HAS BEEN CHANGED FROM OCTOBER 15, 2019 TO OCTOBER 17, 2019 AT 2:00 P.M., AND SHOULD BE ADDRESSED TO:**

City Clerk's Office  
2300 Civic Center Place  
Miramar, FL 33025  
954-602-3324

**Note: Please include one (1) original and three (3) copies of your response.**

**OR VIA EMAIL TO: [BAMARTIN@MIRAMARFL.GOV](mailto:BAMARTIN@MIRAMARFL.GOV), BY 2:00 P.M. ON OCTOBER 17, 2019.**

II. **THE FOLLOWING IS A QUESTION AND RESPONSE:**

**QUESTION:** *"The AWIA was adopted in 2018, and therefore, no projects have been completed under this program to date by any agencies or consulting firms. The first regulatory deadline is in March 2020. Similar experience completing projects under the AWIA in the past 5 years will not be available for any potential firms submitting. Similarly, references for AWIA work will not be available (no work has been completed to date by any agency).*

*Will the City accept similar experience completing vulnerability assessment and emergency response plans from the last regulatory requirement (Bioterrorism Act; completed back in 2003) in lieu of AWIA experience, or conditions/facility assessments in general?"*

**RESPONSE:** "Although America's Water Infrastructure Act (AWIA) experience is preferred, the City will also consider similar experience (for example, Bioterrorism Act). It is OK even if some of these AWIA projects have just started."

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This addendum consists of **(1)** page(s).

**Any Proposals to the RLOI already delivered to the City prior to or simultaneously with the issuance of this Addendum No. 1 are available to be picked up unopened.**



**RL01-19-10-35 / PROFESSIONAL SERVICES FOR RISK ASSESSMENT  
AND EMERGENCY RESPONSE PLANS**

**Evaluation and Scoring**  
**Preliminary Ranking**  
10/24/2019 @

Firms	RATERS			TOTAL	RANKING
	1	2	3		
ARCADIS	90	75	98	263	2
BLACK AND VEATCH	82	76	97	255	3
GAI CONSULTANTS	62	66	91	219	4
HAZEN & SAWYER	95	79	99	273	1