

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

Meeting Date: September 2, 2020

Presenter's Name and Title: Roy Virgin, MPH, Ph.D., Utilities Director, on behalf of the Utilities Department, and Alicia Ayum, Procurement Director, on behalf of the Procurement Department

Prepared By: Eric Francois, Utilities Project Manager

Temp. Reso. Number: 7247

Item Description: Temp. Reso. No. 7247, APPROVING AMENDMENT NO. 4 TO THE AGREEMENT WITH CES CONSULTANTS, INC. AND RELATED EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$28,784.80 FOR THE PROVISION OF ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE EAST MIRAMAR REDEVELOPMENT & DISTRIBUTION WATER MAIN IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AMENDMENT. (Utilities Director Roy Virgin and Procurement Director Alicia Ayum)

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 \$28,784.80 is allocated from Account No. 410-55-800-529-000-606510-52010, CIP Construction.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 7247**
 - **Exhibit A: CES Consultants Scope and Fee Proposal**
 - **Exhibit B: Contract Amendment No. 4**
- **Attachment(s)**
 - **Attachment 1: Resolution 15-14**
 - **Attachment 2: Resolution 17-14**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

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

BY: Roy L. Virgin, Ph.D., Director of Utilities

DATE: August 27, 2020

RE: Temp. Reso. No. 7247, Amendment No. 4 of the Agreement with CES Consultants, Inc.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7247, approving and authorizing execution of an Amendment No. 4 of the Architectural/Engineer Agreement (Contract No. B-15001), with CES Consultants, Inc. the ("Engineer"), and associated expenditure in an amount not-to-exceed \$28,784.80 for provision of additional construction management services for the Historic Miramar Re-Development Transmission & Distribution Water Main Improvements Project ("Project").

ISSUE: The City Commission's approval is required for purchases exceeding the \$75,000.00 per-vendor fiscal limit, in accordance with Section 2-412(a)(1) of the City Code.

BACKGROUND: The original Architectural/Engineer Agreement ("Agreement") with CES Consultants, Inc. (the "Engineer") was approved by City Commission on November 5, 2014, by Resolution 15-19. The Agreement includes distinct phases of engineering services by the Engineer, which required separate authorization and approval by the City Commission. The first phase of service consists of Design Services ("Phase I") and the second phase of service consisted of the Construction Management and Public Relations Services ("Phase II"), which were negotiated between parties.

On October 19, 2016, Amendment No. 1 to the Agreement was approved by City Commission by Resolution 17-14. The Agreement included services related to Phase II, with an amount not-to-exceed \$259,466, and a total project duration of twelve (12) continuous months. On September 9, 2017, Hurricane Irma hit south Florida, thus no

construction activities were conducted during the recovery and restoration period. The City issued a 33-day extension for Phase II, extending the Project through February 6, 2018. Furthermore, the Project's Contractor ("V-Engineering") exceeded the contract time and presented a recovery schedule extending the Project completion time through July 2018.

On March 20, 2018, Amendment No. 2 to the Agreement was approved by the City Manager. The Agreement included services related to Phase II for a sum not-to-exceed \$49,837.20 and a contract extension to June 29, 2018. May 22, 2018, a second revised recovery schedule was presented extending the Project's completion to August 17, 2018.

On August 22, 2018, Amendment No. 3 to the Agreement was approved by the City Commission by Resolution 18-165. The Agreement included services related to Phase II for a sum not-to-exceed \$40,991.23, as well as a new completion date for the Project of August 31, 2018. Then on January 22, 2019, the Contractor submitted a claim for delay and listed all issues encountered throughout the life of the project. The claim included time and compensation. The Engineer then submitted a new proposal requesting an extension and additional funding under Amendment No. 3, which was exhausted in February 2019.

The City and Engineer have negotiated a scope and fees determining an additional \$28,784.80 for services associated with reviewing a walk-through punch list, paving verification for the project completion, reviewing and evaluating claims submitted by the contractor. These additional items outlined were determined to be outside the scope of services and budget approved in Amendment No. 3.

The City Manager recommends approval of Temp. Reso. No. 7247, approving and authorizing execution of Amendment No. 4 of the Agreement, with CES Consultants, Inc., and associated expenditure in an amount not-to-exceed \$28,784.80 for provision of additional construction management services for the Historic Miramar Re-Development Transmission & Distribution Water Main Improvements Project.

DISCUSSION: East Miramar Re-Development Transmission and Distribution Water Improvements Project is the culmination of planned infrastructure improvements for East Miramar. The Project's Phase III represents an enormous challenge to the Utilities Department in meeting the infrastructure system needs to meet the growth demand and supports the City's goals and objectives to provide water services within the City Miramar's utility service area.

ANALYSIS: This project requires ongoing participation by the Engineer of Record. This vendor acts on behalf of the City to ensure the project is constructed as designed and funded, as well as providing limited construction Management Services for the installation of the new water pipelines within the defined area of the project.

Temp. Reso. No. 7247
7/29/20
8/26/20

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AMENDMENT NO. 4 TO THE AGREEMENT WITH CES CONSULTANTS, INC. AND RELATED EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$28,784.80 FOR THE PROVISION OF ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE EAST MIRAMAR REDEVELOPMENT & DISTRIBUTION WATER MAIN IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the original Architectural/Engineer Agreement (“Agreement”) with CES Consultants, Inc. (the “Engineer”) was approved by City Commission on November 5, 2014, by Resolution 15-19; and

WHEREAS, the Agreement includes distinct phases of engineering services by the Engineer, which required separate authorization and approval by the City Commission; and

WHEREAS, the first phase of service consists of Design Services (“Phase I”) and the second phase of service consisted of the Construction Management and Public Relations Services (“Phase II”), which were negotiated between parties; and

WHEREAS, on October 19, 2016, Amendment No. 1 to the Agreement was approved by City Commission by Resolution 17-14. The Agreement included services

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related to Phase II, with an amount not-to-exceed \$259,466, and a total project duration of twelve (12) continuous months; and

WHEREAS, the Project's Contractor ("V-Engineering") exceeded the contract time and presented a recovery schedule extending the Project completion time through July 2018; and

WHEREAS, on March 20, 2018, Amendment No. 2 to the Agreement was approved by the City Manager; and

WHEREAS, the Agreement included services related to Phase II for a sum not-to-exceed \$49,837.20 and a contract extension to June 29, 2018; and

WHEREAS, on May 22, 2018, a second revised recovery schedule was presented extending the Project's completion to August 17, 2018; and

WHEREAS, on August 22, 2018, Amendment No. 3 to the Agreement was approved by the City Commission by Resolution 18-165; and

WHEREAS, the Agreement included services related to Phase II for a sum not-to-exceed \$40,991.23, as well as a new completion date for the Project of August 31, 2018; and

WHEREAS, the City and Engineer have negotiated a scope and fees determining an additional \$28,784.80 for services associated with reviewing a walk-through punch list, paving verification for the project completion, reviewing and evaluating claims submitted by the contractor ("Exhibit A"); and

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WHEREAS, these additional items outlined were determined to be outside the scope of services and budget approved in Amendment No. 3.

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 Amendment No. 4 to the Agreement with CES Consultants, Inc. and the associated expenditure in an amount not-to-exceed \$49,837.20 for the provision of construction management services for the Historic Miramar Re-Development Transmission and Distribution Fire Hydrant and Water Main Improvements Project and extend the project duration to match the Contractor’s to August 17, 2018.

Section 3: That it authorizes the City Manager to execute Amendment No. 4 to the Agreement with CES Consultants, Inc. in the form attached hereto as Exhibit “B,” 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 4: That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Maxwell B. Chambers

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

Voted

Reso. No. _____



July 8, 2020

**City of Miramar
Utilities Department
13900 Pembroke Road
Miramar, Florida 33027**

Attention: Roy Virgin, Interim Utilities Director

**Re: Contract Extension B-15001 (RFQ 14-04-03) - Construction Management
Historic Miramar Redevelopment Transmission and Distribution Fire Hydrant and Water
Main Improvement: Amendment # 4**

Dear Mr. Virgin:

At your request and based on the current status of project, the assessment of contractor claims, and the Contractor's ongoing work to complete the referenced project, CES is hereby requesting an extension of Time and Funding related to our current Contract Amendment. Therefore, a new Contract Amendment needs to be executed, and/or extension authorized in writing, to continue CES's efforts of supporting the City of Miramar to/through successful completion of the Project.

Our previous budget for the project, which was approved in amendment # 3 was exhausted in February 2019. As discussed earlier, CES notified the City regarding the need for additional budget earlier via an email and continuation of the professional services as needed by the City. CES maintained involvement in the ongoing site walk through punch list and paving verification for the project completion, review / evaluation of the claim submitted by the Contractor, progress meetings and claim review meetings in support of the City. All of this effort has been completed, and the only remaining component is to inspect the corrections to the pavement markings and the close out to the Broward County permit. The effort included in this amendment is for work performed, including claim analysis and legal support, project coordination and involvement, which was all outside of CES's scope of services described and approved in Amendment # 3 (letter dated June 27, 2018).

The Fee Estimate and request for the Contract Amendment/Extension is \$28,784.80. These fees are relative to professional services already performed and future funding/services and time extension of approximately 18 months, roughly matching the efforts of the Contractor's schedule and anticipated completion of the Project. This is the basis of our request, for your and the City's consideration and approval.

CES's current Amendment's scope and tasks will remain and should not be impacted by the new Contract Amendment requested. The following is a brief list of items and activities CES has performed or understands are remaining where construction administration and professional services will be required:

1. Project final walk through, punch list verification.
2. FDEP certifications for the work completed
3. Final as-builts review and certification.
4. Additional project meetings and coordination with City's PM and Staff.



5. Project closeout
6. Claim review, analysis, support and coordination with City's legal department.

It should be noted that the items and assumptions outlined above, and the fees anticipated in the attached table are relevant to CES's services. Additionally, CES has been involved in Item 6(above) including the City's meetings regarding Contractor's various change orders / claims submitted. It should be noted that the fees include CES's involvement in the review and various evaluations of the claim submitted by Contractor. CES will continue to assist / support the City related to Contractor's claim evaluation. There are / were no allowances for CES's current involvement in such issues as additional permitting, excessive RFI's, unusual change order requests or protests/legal challenges.

We appreciate the opportunity to further assist City of Miramar with the completion of this project. If you have any questions or need additional clarification, please contact me.

Sincerely,
CES CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read 'Jose A. Caraballo', is positioned above the printed name.

Jose A. Caraballo, P.E.
Vice President

Enclosures: Fee Estimate for Amendment # 4, CES Contract Extension for B-15001 (RFQ 14-04-03)
 Back up information on hours spent on the project pending payment

Fee Estimate for CES Contract Extension for B-15001 (RFQ 14-04-03) - Amendment #4 (Revised)
 Construction Management Public Relations Services for
 Historic Miamar Redevelopment Transmission and Distribution Fire Hydrant and Water Main Improvement

		Hourly Billing Rate	Task 4 - Limited Construction Management Services (Re- Inspection of Pavement Markings)	Permit and Project Closeout	Staff Hours	Fee Estimate
Professional Resources						Labor Costs
Principal	David Hoot	\$216.11	0.0	0.0	0.0	\$0
Project Manager	Jose Caraballo	\$253.49	8.0	12.0	20.0	\$5,070
Project Engineer	Ashraf Iqbal	\$109.62	0.0	0.0	0.0	\$0
Engineer III	Erik Alcantara	\$102.71	0.0	0.0	0.0	\$0
CADD Technician	Eva Cordova	\$96.90	0.0	0.0	0.0	\$0
Subtotal Labor Hours			8.0	12.0	20.0	
Subtotal Labor Costs			\$2,027.92	\$3,041.88		\$5,069.80
Summary of Direct Expenses						
Direct Expenses (Printing and Reproduction)			\$0.00			\$0.00
Other Reimbursable Expenses (Mileage)						
TOTAL LABOR & EXPENSES			\$2,027.92	\$3,041.88		\$5,069.80
Outstanding Invoice From 2/1/2109 to 5/21/2019			\$23,715.00			\$28,784.80

* CES Fees are based on hours required to final asbuilt review, C.O review, Contractor's Claim evaluations, project meetings and project closeout. Hours are estimated for remaining effort to complete Task 4.



880 Southwest 145th Avenue
Suite 106
Pembroke Pines, FL 33027
305-827-2220

City of Miramar
13900 Pembroke Rd.
Miramar, FL 33027
Accounts Payable

Invoice number * Draft *
Date 04/22/2020

Project **B-15001 (RFQ 14-04-33) Miramar Water
Main Engineering Services**

Professional Engineering Services for the Period:
PO No. 00026359

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
WORK ORDER NO. 001 RFQ #14-04-33 PO NO. 00026359							
WORK ORDER NO. 001 TASK 1.1 - REVISE DESIGN & DRAWINGS	17,263.40	100.00	17,263.40	17,263.40	0.00	0.00	0.00
WORK ORDER NO. 001 TASK 1.2 - REVISE CONTRACT SPECIFICATIONS	6,192.33	100.00	6,192.33	6,192.33	0.00	0.00	0.00
WORK ORDER NO. 001 1.3 - BID AND AWARD SERVICES	7,068.72	100.00	7,068.72	7,068.72	0.00	0.00	0.00
WORK ORDER NO. 001 1.4 - LIMITED CONSTRUCTION MANAGEMENT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WORK ORDER NO. 001 ADDITIONAL SERVICES - SURVERY, GEOTECHNICAL, UTILITY UPDATES - ALLOWANCE	3,000.00	100.00	3,000.00	3,000.00	0.00	0.00	0.00
WORK ORDER NO. 001 DIRECT EXPENSE (PRINTING, REPRODUCTION, MILEAGE, OR OTHER)	600.00	100.00	600.00	600.00	0.00	0.00	0.00
Subtotal	34,124.45	100.00	34,124.45	34,124.45	0.00	0.00	0.00
WORK ORDER NO. 001 AMENDMENT RFQ #14-04-33 PO NO. 00170773							
WORK ORDER NO. 001 TASK 1.1 - REVISE DESIGN & DRAWINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00



City of Miramar

Project **B-15001 (RFQ 14-04-33) Miramar Water Main Engineering Services**

Invoice number

* Draft *

Date

04/22/2020

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
WORK ORDER NO. 001 AMENDMENT RFQ #14-04-33 PO NO. 00170773							
WORK ORDER NO. 001 TASK 1.2 - REVISE CONTRACT SPECIFICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WORK ORDER NO. 001 1.3 - BID AND AWARD SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WORK ORDER NO. 001 1.4 - LIMITED CONSTRUCTION MANAGEMENT SERVICES	242,589.37	100.00	242,589.37	242,589.37	0.00	0.00	0.00
WORK ORDER NO. 001 TASK 1.5- PUBLIC RELATIONS SERVICES	16,341.78	100.00	16,341.78	16,341.78	0.00	0.00	0.00
WORK ORDER NO. 001 ADDITIONAL SERVICES - SURVERY, GEOTECHNICAL, UTILITY UPDATES - ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WORK ORDER NO. 001 DIRECT EXPENSE (PRINTING, REPRODUCTION, MILEAGE, OR OTHER)	535.57	100.00	535.57	535.57	0.00	0.00	0.00
Subtotal	259,466.72	100.00	259,466.72	259,466.72	0.00	0.00	0.00
AMENDMENT RFQ # 14-04-03							
TASK 4 - LIMITED CONSTRUCTION MANAGEMENT SERVICES	49,087.20	100.00	49,087.20	49,087.20	0.00	0.00	0.00
TASK 5 - DIRECT EXPENSES (PRINTING AND REPRODUCTION)	750.00	47.84	358.79	358.79	391.21	52.16	0.00
Subtotal	49,837.20	99.22	49,445.99	49,445.99	391.21	0.78	0.00
AMENDMENT RFQ # 14-04-03- AMENDMENT #3							
TASK 4 - LIMITED CONSTRUCTION MANAGEMENT SERVICES	40,491.32	94.32	38,192.17	38,192.17	2,299.15	5.68	0.00
TASK 5 - DIRECT EXPENSES (PRINTING AND REPRODUCTION)	500.00	0.00	0.00	0.00	500.00	100.00	0.00
Subtotal	40,991.32	93.17	38,192.17	38,192.17	2,799.15	6.83	0.00
Total	384,419.69	99.17	381,229.33	381,229.33	3,190.36	0.83	0.00



City of Miramar

Project **B-15001 (RFQ 14-04-33) Miramar Water Main Engineering Services**

Invoice number

Date

* Draft *

04/22/2020

Description	Contract Amount	Percent Complete	Current Billed
Work Order No. 001 RFQ #14-04-33 PO No. 00026359			
Work Order No. 001 Task 1.1 - Revise Design & Drawings	17,263.40	100.00	0.00
Work Order No. 001 Task 1.2 - Revise Contract Specifications	6,192.33	100.00	0.00
Work Order No. 001 1.3 - Bid and Award Services	7,068.72	100.00	0.00
Work Order No. 001 Additional Services - Survey, Geotechnical, Utility Updates - Allowance	3,000.00	100.00	0.00
Work Order No. 001 Direct Expense (Printing, Reproduction, Mileage, or other)	600.00	100.00	0.00
Subtotal	34,124.45	100.00	0.00
Work Order No. 001 Amendment RFQ #14-04-33 PO No. 00170773			
Work Order No. 001 1.4 - Limited Construction Management Services	242,589.37	100.00	0.00
Work Order No. 001 Task 1.5- Public Relations Services	16,341.78	100.00	0.00
Work Order No. 001 Direct Expense (Printing, Reproduction, Mileage, or other)	535.57	100.00	0.00
Subtotal	259,466.72	100.00	0.00
Amendment RFQ # 14-04-03			
Task 4 - Limited Construction Management Services	49,087.20	100.00	0.00
Task 5 - Direct Expenses (Printing and Reproduction)	750.00	47.84	0.00
Subtotal	49,837.20	99.22	0.00
Amendment RFQ # 14-04-03- Amendment #3			
Task 4 - Limited Construction Management Services	40,491.32	94.32	0.00
Task 5 - Direct Expenses (Printing and Reproduction)	500.00	0.00	0.00
Subtotal	40,991.32	93.17	0.00
Total	384,419.69	99.17	0.00

Invoice total

0.00



City of Miramar

Project **B-15001 (RFQ 14-04-33) Miramar Water Main Engineering Services**

Invoice number

* Draft *

Date

04/22/2020

Pre-Billing Worksheet**B-15001 (RFQ 14-04-33) Miramar Water Main Engineering Services****Amendment RFQ #14-04-33 PO No. 00170773****Work Order No. 001 Direct Expense (Printing, Reproduction, Mileage, or other)**

Phase Status: Work Hold

WIP Included In Fee**Billing Cutoff:****To Bill****Billing Type: Percent
Complete**

Date	Units	Rate	Amount
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Units	Amount
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Expense

WIP Status: Billable

Leigha Taber

Expense Report

Software Subscription

01/16/2019

30.34

GODADDY.COM (480)505-8855

Subtotal

30.34

Expense total

30.34**Phase Summary**

Reported % Complete

Date Entered:

	Contract	Spent	%	Billed	%	Remaining	%	WIP	To Bill
Expense	535.57	766.95	143	535.57	100			30.34	
Total	535.57	766.95	143	535.57	100			30.34	

Amendment RFQ # 14-04-03**Task 4 - Limited Construction Management Services**

Phase Status: Work Hold

WIP Included In Fee**Billing Cutoff:****To Bill****Billing Type: Percent
Complete**

Date	Units	Rate	Amount
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Units	Amount
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Labor

WIP Status: Billable

Principal

David A. Hoot

Project Management

01/07/2019

2.00

241.59

483.17

Coordinate with Ash and Robin regarding contractor and project status, and potential substantial completion of Project

Project Management

01/28/2019

3.00

241.59

724.76

Last Progress Meeting with Robin Bain - discuss project status, change orders and claims, meet with new PM and Contractor at Miramar. Given direction to prepare Amendment #4 to continue working.

Project Management

01/30/2019

2.00

241.59

483.17

Meeting with Miramar to discuss V Eng. claims; coor with Jose and Ash.

Subtotal

7.00**1,691.10**

Labor total

7.00**1,691.10**



City of Miramar
Project **B-15001 (RFQ 14-04-33) Miramar Water Main Engineering Services**

Invoice number * Draft *
Date 04/22/2020

Pre-Billing Worksheet

B-15001 (RFQ 14-04-33) Miramar Water Main Engineering Services

Phase Summary

Reported % Complete

Date Entered:

	Contract	Spent	%	Billed	%	Remaining	%	WIP	To Bill
Labor	49,087.20	66,422.07	135	49,087.20	100			1,691.10	
Expense		96.00							
Total	49,087.20	66,518.07	136	49,087.20	100			1,691.10	

Amendment RFQ # 14-04-03- Amendment #3

Task 4 - Limited Construction Management Services

Phase Status: Work Hold

WIP Included In Fee

Billing Cutoff:

To Bill

Billing Type: Percent Complete

Date	Units	Rate	Amount
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Units	Amount
-------	--------

Labor

WIP Status: Billable

Principal

Ranthus B. Fouch III

Quality Assurance

Amend. 4 Letter

03/26/2019 1.00 205.54 205.54

Subtotal **1.00 205.54**

Senior Project Manager

Jose A. Caraballo

Billable Time

01/28/2019 4.00 161.68 646.72

Meeting with Miramr to discuss change order prepared by V Engineering.

Billable Time

01/30/2019 2.00 161.68 323.36

Reviewed contract and prepared response to Miramar.

Billable Time

02/04/2019 3.00 161.68 485.04

Prepared response letter to contractor claim.

Billable Time

02/06/2019 4.00 161.68 646.72

*Organized notes about contractor change order.
Separated contract sections regarding contractor change order.
Prepared details about change order review.
Reviewed past emails, RFI, etc for this project.*

Billable Time

02/13/2019 5.00 161.68 808.40

*Review claim letter to contractor.
Reviewed claim from contractor.*

Billable Time

02/20/2019 5.00 161.68 808.40

Reviewed claim from contractor.

Billable Time

03/11/2019 8.00 161.68 1,293.44

Review of change order and preparation of response

Billable Time

03/19/2019 4.00 161.68 646.72

Review contractor claim and participate in meeting with city.

Billable Time

03/21/2019 8.00 161.68 1,293.44

Finalize claim letter for City.

Billable Time

05/13/2019 1.00 161.68 161.68



City of Miramar

Project **B-15001 (RFQ 14-04-33) Miramar Water Main Engineering Services**

Invoice number

* Draft *

Date

04/22/2020

Pre-Billing Worksheet**B-15001 (RFQ 14-04-33) Miramar Water Main Engineering Services****Amendment RFQ # 14-04-03- Amendment #3****Task 4 - Limited Construction Management Services**

Phase Status: Work Hold

WIP Included In Fee**Billing Cutoff:****To Bill****Billing Type: Percent
Complete**

Date	Units	Rate	Amount
------	-------	------	--------

Units	Amount
-------	--------

Labor

WIP Status: Billable

Senior Project Manager

Jose A. Caraballo

*Discussed change order with City of Miramar, and scheduled meeting with City.**Discussed completion of final walk thru with City of Miramar.*

Billable Time	05/16/2019	2.00	161.68	323.36
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Meeting with the City of Miramar to discuss contractor change order.

Billable Time	05/22/2019	1.00	161.68	161.68
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Discussed settlement meeting with City

Billable Time	05/23/2019	4.00	161.68	646.72
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*Prepared opening offer from City of Miramar for claim settlement meeting (2 Hr.).**Meeting with City of Miramar and V Engineering to discuss contractor claim and possible settlements (2 Hr.).*

Billable Time	05/28/2019	1.00	161.68	161.68
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Prepared settlement offer letter based on the City's request.

Billable Time	05/29/2019	1.00	161.68	161.68
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Prepared final settlement offer letter based on the City's request.

Billable Time	05/30/2019	1.00	161.68	161.68
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Finalized settlement offer letter and sent it to contractor.

Billable Time	06/06/2019	2.00	161.68	323.36
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*Discussed settlement offer with City**Review punch list to establish warranty items.*

Billable Time	06/07/2019	1.00	161.68	161.68
---------------	------------	------	--------	--------

Discussed settlement offer with City

Billable Time	06/10/2019	2.00	161.68	323.36
---------------	------------	------	--------	--------

Settlement offer negotiation with contractor.

Billable Time	06/14/2019	2.00	161.68	323.36
---------------	------------	------	--------	--------

Reviewed final requirements to close Broward County permit.

Billable Time	06/17/2019	2.00	161.68	323.36
---------------	------------	------	--------	--------

Review Broward County closeout requirements and begin compiling information.

Billable Time	06/20/2019	1.00	161.68	161.68
---------------	------------	------	--------	--------

Telephone conversation with Broward County Traffic to discuss close out.

Billable Time	06/24/2019	2.00	161.68	323.36
---------------	------------	------	--------	--------

*Speak to contractor about correcting damaged pavement markings.**Prepare letter for Broward County.*

Billable Time	06/26/2019	2.00	161.68	323.36
---------------	------------	------	--------	--------

*Finalize settlement with contractor.**Speak to contractor about as-built requirement.**Request final inspection from Broward County.*

Subtotal	68.00	10,994.24
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City of Miramar

Invoice number * Draft *

Invoice date 04/22/2020



City of Miramar

Project **B-15001 (RFQ 14-04-33) Miramar Water Main Engineering Services**

Invoice number

* Draft *

Date

04/22/2020

Pre-Billing Worksheet**B-15001 (RFQ 14-04-33) Miramar Water Main Engineering Services****Amendment RFQ # 14-04-03- Amendment #3****Task 4 - Limited Construction Management Services**

Phase Status: Work Hold

WIP Included In Fee**Billing Cutoff:****To Bill****Billing Type: Percent Complete**

Date	Units	Rate	Amount
------	-------	------	--------

Units	Amount
-------	--------

Labor

WIP Status: Billable

Project Engineer

Erik M. Alcantara

Billable Time	10/31/2019	1.50	78.77	118.16
---------------	------------	------	-------	--------

Pavement markings and signage inspection for Broward County Traffic permit.

Subtotal	1.50			118.16
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Senior Project Engineer

Ashraf Iqbal

Billable Time	02/01/2019	8.00	93.17	745.34
---------------	------------	------	-------	--------

Site walk thru for Contractor's Punch List completion

Billable Time	02/04/2019	8.00	93.17	745.34
---------------	------------	------	-------	--------

Contractor's Claims review meeting at COM. Contractor's claim cross check.

Billable Time	02/05/2019	6.00	93.17	559.00
---------------	------------	------	-------	--------

Site walk thru for Contractor's Punch List completion

Billable Time	02/06/2019	8.00	93.17	745.34
---------------	------------	------	-------	--------

Site walk thru for Contractor's Punch List completion. Prepration of Meeting Minutes and letter to the contractor.

Billable Time	02/08/2019	6.50	93.17	605.59
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Site walk thru for Contractor's Punch List completion

Billable Time	02/14/2019	3.00	93.17	279.50
---------------	------------	------	-------	--------

Final Site Walk Thru for Kismet Street and Juniper Street

Billable Time	02/15/2019	2.00	93.17	186.33
---------------	------------	------	-------	--------

Final Site Walk Thru for Indigo Street

Billable Time	02/20/2019	4.00	93.17	372.67
---------------	------------	------	-------	--------

Site Walk Thru Oleander Dr and Ramona St

Billable Time	02/21/2019	3.00	93.17	279.50
---------------	------------	------	-------	--------

Site Walk Thru Tropicana St

Billable Time	02/22/2019	2.00	93.17	186.33
---------------	------------	------	-------	--------

Site Walk Thru Reports Prepration

Billable Time	02/25/2019	2.00	93.17	186.33
---------------	------------	------	-------	--------

Site Walk thru Everglades Dr

Billable Time	02/27/2019	2.00	93.17	186.33
---------------	------------	------	-------	--------

Site Walk thru Bermuda St

Billable Time	03/05/2019	2.00	93.17	186.33
---------------	------------	------	-------	--------

Site Walk Thru Arcadia Dr

Billable Time	03/07/2019	4.00	93.17	372.67
---------------	------------	------	-------	--------

Site Walk thru Arcadia Dr



City of Miramar
Project **B-15001 (RFQ 14-04-33) Miramar Water Main Engineering Services**

Invoice number * Draft *
Date 04/22/2020

Pre-Billing Worksheet

B-15001 (RFQ 14-04-33) Miramar Water Main Engineering Services

Amendment RFQ # 14-04-03- Amendment #3

Task 4 - Limited Construction Management Services

Phase Status: Work Hold

WIP Included In Fee

Billing Type: Percent
Complete

Billing Cutoff:

Date	Units	Rate	Amount
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To Bill

Units	Amount
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Labor

WIP Status: Billable

Senior Project Engineer

Ashraf Iqbal

Billable Time	03/12/2019	4.00	93.17	372.67
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Site walk thru on Arcadia Dr

Billable Time	03/13/2019	4.00	93.17	372.67
---------------	------------	------	-------	--------

Site Walk Thru Alcazar Dr

Billable Time	03/19/2019	8.00	93.17	745.34
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Contractor's Claim - Conflict Verifications from the Asbuilts and Prepration of Contract Amendment Letter / Cost Estimate for David to review

Billable Time	03/20/2019	4.00	93.17	372.67
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Embassy Blvd Site Walk Thru

Billable Time	03/22/2019	3.00	93.17	279.50
---------------	------------	------	-------	--------

Embassy Blvd Site Walk Thru

Billable Time	03/25/2019	4.00	93.17	372.67
---------------	------------	------	-------	--------

Site Walk Thru on SW 30th Street

Billable Time	03/26/2019	6.00	93.17	559.00
---------------	------------	------	-------	--------

Site Walk Thru SW 28th Street. FDEP final WM clearance documentation process.

Billable Time	03/27/2019	4.00	93.17	372.67
---------------	------------	------	-------	--------

Site walk thru SW 25th Street. Punch List Prepration.

Billable Time	03/28/2019	8.00	93.17	745.34
---------------	------------	------	-------	--------

Siet walk thru and reports preprations

Billable Time	04/01/2019	4.00	93.17	372.67
---------------	------------	------	-------	--------

Site Walk Thru SW 23rd St

Billable Time	04/02/2019	4.00	93.17	372.67
---------------	------------	------	-------	--------

Site Walk Thru Havana St

Billable Time	05/21/2019	1.00	93.17	93.17
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Contract Amendment # 4 Revision

Subtotal	114.50	10,667.64
Labor total	185.00	21,985.58

Expense

WIP Status: Billable

Erik M. Alcantara

Expense Report

Mileage	10/31/2019	14.00	0.58	8.12
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City of Miramar

Project **B-15001 (RFQ 14-04-33) Miramar Water Main Engineering Services**

Invoice number

* Draft *

Date

04/22/2020

Pre-Billing Worksheet

B-15001 (RFQ 14-04-33) Miramar Water Main Engineering Services

Amendment RFQ # 14-04-03- Amendment #3

Task 4 - Limited Construction Management Services

Phase Status: Work Hold

WIP Included In Fee

Billing Cutoff:

To Bill

Billing Type: Percent
Complete

Date	Units	Rate	Amount
------	-------	------	--------

Units	Amount
-------	--------

Expense

WIP Status: Billable

Erik M. Alcantara

Expense Report

Start Address #1: 880 SW 145th Ave #106, Pembroke Pines, FL 33027

Destination Address #1: 7681 Ramona St, Miramar, FL 33023

Start Address #2: 7681 Ramona St, Miramar, FL 33023

Destination Address #2: 880 SW 145th Ave #106, Pembroke Pines, FL 33027

Subtotal	14.00	8.12
Expense total	14.00	8.12

Phase Summary

Reported % Complete

Date Entered:

	Contract	Spent	%	Billed	%	Remaining	%	WIP	To Bill
Labor	40,491.32	55,625.38	137	38,192.17	94	2,299.15	6	21,985.58	
Expense		8.12						8.12	
Total	40,491.32	55,633.50	137	38,192.17	94	2,299.15	6	21,993.70	

Invoice Summary

	Contract	Spent	%	Billed	%	Remaining	%	WIP	To Bill
Labor	379,034.12	427,742.80	113	376,734.97	99	2,299.15	1	23,676.68	
Expense	5,385.57	2,594.64	48	4,494.36	83	891.21	17	38.46	
Consultant									
Total	384,419.69	430,337.44	112	381,229.33	99	3,190.36	1	23,715.14	

CONTRACT AMENDMENT No. 4
TO
ARCHITECTURAL/ENGINEERING SERVICE AGREEMENT
FOR
THE EAST MIRAMAR RE-DEVELOPMENT TRANSMISSION AND DISTRIBUTION
WATER MAIN IMPROVEMENTS

This Contract Amendment (the "AMENDMENT") to that certain Architectural/Engineering Agreement (the "Agreement") dated December 29, 2014, as approved by Resolution No. 15-19, is made and entered into as of this _____ day of _____, 2020, by and between THE CITY OF MIRAMAR, FLORIDA, a Florida municipal corporation (the "City"), and CES Consultants, Inc., a Florida Corporation (the "Engineer").

RECITALS:

WHEREAS, the Agreement was approved by the Miramar City Commission on November 5, 2014, by Resolution 15-19; and

WHEREAS, the Agreement includes distinct phases of engineering services by the Engineer, which require separate authorization and approval by the City Commission; and

WHEREAS, the first Phase of Service consists of Design Services and the second phase of service consisted of the Construction Management and Public Relations Services which were negotiated between parties; and

WHEREAS, an Amendment ("Amendment No. 1") to the Agreement was approved by the Miramar City Commission on October 19, 2016 by Resolution 17-14 which included services related to the construction management and public relations phase; and

WHEREAS, Amendment No. 1 included the total project duration of twelve (12) continuous months, supporting the construction activities associated with the Historic Miramar Re-Development Transmission and Distribution Fire Hydrant and Water Main Improvements Project ("Project"); and

WHEREAS, no construction activities were conducted during the Hurricane Irma recovery and restoration period, and the City issued a 33-day extension of time which extended the construction management and public relations phase through February 6, 2018; and

WHEREAS, the Project's Contractor ("V-Engineering") had exceeded the contract time and V-Engineering had presented their recovery schedule which extended the completion of the Project through July 2018; and

WHEREAS, Amendment No. 2 to the Agreement was approved by the City Manager on March 20, 2018 which included services related to the construction management and public relations phase for a sum not-to-exceed \$49,837.20 and the contract extended to June 29, 2018; and

WHEREAS, the Project's Contractor has been further delayed and presented a second revised recovery schedule on May 22, 2018 which extends the completion of the Project to August 17, 2018; and

WHEREAS, the Engineer requires additional services and time related to the Construction Management Phase as described in the June 27, 2018 Letter entitled "Contract Extension B-15001 (RFQ 14-04-03) – Construction Management" along with its supporting documents and attached herewith as "Attachment 1."

WHEREAS, Amendment No. 3 to the Agreement was approved by the City Manager on August 22, 2018 which included services related to the construction management and public relations phase for a sum not-to-exceed \$40,991.23 and the contract extended to August 31, 2018; and

NOW THEREFORE, for good and valuable consideration of the mutual covenants set forth herein and, in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree to amend the Agreement as follows:

1. The parties have agreed that the additional Construction Management Services required to complete the Project Contract Sum is \$28,784.80. The Proposal of Scope of Services for the "Additional Construction Management Services" shall become part of and shall be incorporated into the terms of the Contract and its amendment for all purposes.

2. The parties agree that the additional fund is assumed to be sufficient to cover the scope associated with reviewing walkthrough punch list, paving verification for project completion and all close-out activities associated with the Historic Miramar Re-Development Transmission and Distribution Fire Hydrant and Water Main Improvements Project.

3. Except to the extent expressly set forth herein, this Amendment does not impact, modify or abridge any term, right or obligation under the Contract or the Contract Documents. The terms used in this Amendment have the same meaning as those used in the Contract unless expressly noted otherwise herein. The sole purpose

of this Amendment is to clarify already existing procedures as the parties proceed with performance under the Agreement and Contract Documents.

4. No term of this Amendment may be modified except in writing executed by all parties to this Amendment.

5. If any term of this Amendment is found by a legal forum of competent jurisdiction to be void or unenforceable, said finding shall not affect the enforceability of the remaining terms of this Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar and by ENGINEER, by and through its _____, attested to and duly authorized to execute same.

FOR CITY:

ATTEST:

CITY OF MIRAMAR

Denise A. 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 ENGINEER:

WITNESSES:

By: _____

Print Name: _____

Print Name: _____

Dated: _____

Print Name: _____

State of Florida)
County of)

On this, the ____day of _____2020, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by _____ (name of officer), _____ (title), of CES Consultants, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____as identification.

Notary Public, State of Florida

Printed, typed or stamped name of Notary Public

My Commission Expires:

Temp. Reso. No. 5681
9/29/14
10/24/14

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. 15-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE FINAL RANKING AND AWARD OF REQUEST FOR QUALIFICATIONS NO. 14-04-33, ENTITLED "ENGINEERING SERVICES FOR THE EAST MIRAMAR RE-DEVELOPMENT TRANSMISSION AND DISTRIBUTION WATER MAIN IMPROVEMENTS", TO THE HIGHEST RANKED PROPOSER, CES CONSULTANTS, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CES CONSULTANTS INC., IN AN AMOUNT NOT-TO-EXCEED \$34,125; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the Consultants Competitive Negotiations Act, Section 287.055, Florida Statutes, other applicable state law and the City's Procurement Code, the City advertised Request for Qualifications ("RFQ") No.14-04-33 on April 29, 2014, attached herein as Exhibit "A" for engineering services for transmission and distribution water main improvements for East Miramar; and

WHEREAS, a total of eight proposals were received by the City on June 3, 2014, the deadline for responses; and

WHEREAS, a three-person selection committee comprised of representatives from the Engineering and the Utility Departments evaluated, scored and ranked all of the submittals based on the criteria contained in the RFQ, and found CES Consultants, Inc. ("CES") to be the highest qualified responsive and responsible scoring proposer, as set forth in the attached Exhibit "B", RFQ Evaluation and Scoring Sheet; and

Reso. No. 15-19

Temp. Reso. No. 5681
9/29/14
10/24/14

WHEREAS, subsequently, City staff conducted negotiations with CES to provide professional consulting services, including a detailed scope of services, time schedules and fees that are fair, competitive, and reasonable; and

WHEREAS, the City Manager recommends that the City Commission approve the final ranking and award RFQ No. 14-04-33 to the highest ranked proposer, CES, and authorize execution of an agreement with CES in an amount not-to-exceed \$34,125; and

WHEREAS, the City Commission deems it to be in the best interests of the citizens and residents of the City of Miramar to approve the final ranking and award RFQ No. 14-04-33, and to authorize the City Manager to execute an agreement with CES in the form attached hereto as Exhibit "C" for engineering design services for re-development transmission and distribution water main improvements for East Miramar.

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.

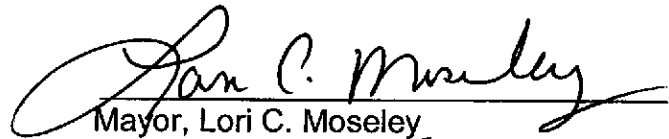
Section 2: That it approves the final ranking and award of RFQ No. 14-04-33, for the provision of engineering design services for re-development transmission and distribution water main improvements for East Miramar to CES.

Temp. Reso. No. 5681
9/29/14
10/24/14

Section 3: That the City Manager is authorized to execute an agreement with CES, in an amount not-to-exceed \$34,125, in the form attached as Exhibit "C", together with any non-substantive changes as are deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

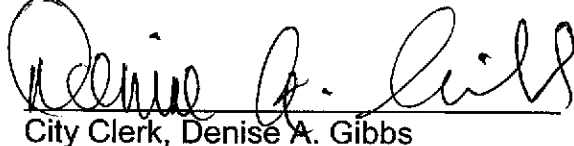
Section 4: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

PASSED AND ADOPTED this 5 day of November, 2014.


Mayor, Lori C. Moseley


Vice Mayor, Yvette Colbourne

ATTEST:


City Clerk, Denise A. Gibbs

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


City Attorney
Weiss Serota Helfman Cole
Bierman & Popok, P.L.

Requested by Administration
Commissioner Winston F. Barnes
Vice Mayor Yvette Colbourne
Commissioner Alexandra P. Davis
Commissioner Wayne M. Messam
Mayor Lori C. Moseley

Voted
Yes
Yes
Yes
Yes
Yes

REQUEST FOR QUALIFICATIONS

Engineering Services for East Miramar Re-Development Transmission and Distribution Water Main Improvements

RFQ # 14-04-33



The City of Miramar Commission:

**Mayor Lori Cohen Moseley
Vice Mayor Yvette Colbourne
Commissioner Winston F. Barnes
Commissioner Alexandra P. Davis
Commissioner Wayne M. Messam**

Kathleen Woods Richardson, City Manager

**The City of Miramar
2300 Civic Center Place
Miramar, FL 33025**

**DATE ISSUED: April 27, 2014
CLOSING DATE: May 27, 2014 at 2:00 PM EST**

INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR QUALIFICATIONS

Each Proposal submitted to the City of Miramar ("City") will have the following information clearly marked on the face of the envelope:

- a) Proposer's name, telephone number and return address;
- b) Solicitation number, i.e. 14-04-33;
- c) The Solicitation Due Date and Time; and
- d) Title of the Solicitation, i.e. "East Miramar Re-Development Transmission and Distribution Water Main Improvements".

Failure to include this information may result in your Proposal being deemed "non-responsive". There are no grounds to protest if the Proposal is opened in error.

All Proposals must be submitted on 8 ½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although the copies should be individually bound. An electronic file, one unbound one-sided original and four bound copies (**a total of five**) of the complete Proposal must be received by the Due Date and Time. The original and all copies must be submitted in a sealed envelope or container stating all the information as described in items a) through d) above, to:

**OFFICE OF THE CITY CLERK
THE CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025**

Proposals submitted at the same time for different Requests for Qualifications shall be placed in separate envelopes and each envelope shall contain the information previously stated.

THE RESPONSIBILITY FOR OBTAINING THE RFQ AND SUBMITTING A PROPOSAL TO THE OFFICE OF THE CITY CLERK ON OR BEFORE THE DUE DATE AND TIME IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS WILL NOT BE CONSIDERED.

Hand-carried Proposals may be delivered to the above address during the City's regular business hours, Monday through Thursday, excluding holidays observed by the City, but not beyond the Due Date and Time. Proposers are responsible for informing

any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the City as an offer by the Proposer to perform the required services, and/or provide the required Goods, at the price to be negotiated by the City and the Successful Proposer.

SECTION 1

GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

The term "Architect/Engineer" shall refer to the Design Consultant that will contract with the City to provide professional architectural or engineering services for this Project.

The term "Chief Procurement Officer" shall refer to the Director of the City's Procurement Department.

The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.

The term "Contract" shall refer to the Contract that may result from this Request For Qualifications. "Sample Contract" shall refer to the enclosed sample contract, provided for illustrative purposes only, and subject to modification by the City.

The term "Design Consultant" shall refer to such design professional(s) engaged by the City to provide professional design services for this Project.

The term "Disadvantaged Business" shall refer to a business that either: (1) qualifies as a "Small Business Enterprise" ("SBE") as defined in the Broward County Code, or (2) qualifies as a "County Business Enterprise" ("CBE") as defined in the Broward County Code; that has an occupational license; is located in and doing business in Broward County; and (3) is 51 percent owned, managed and controlled by: African-American, Hispanic-American, Asian-American, Native-American, American Woman or Service-Disabled Veteran (minimum 10% disability) who are citizens of the United States and permanent residents of Florida; and (4) is engaged in commercial transactions; and (5) operates a business in Florida; and (6) is certified by the Broward County Office of Economic and Small Business Development, and provides proof of such certification to the City as part of any solicitation response.

The term "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable in Section 2 of this Solicitation.

The term "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Work and the terms and conditions of this Solicitation.

The term "Procurement Office" or "Procurement Department" shall refer to the Procurement Office of the City of Miramar.

The term "Proposal" shall refer to any proposal(s) submitted in response to this Request For Qualifications.

The term "Proposer" shall refer to any architect or engineer submitting a Proposal in response to this Request For Qualifications.

The term "Proposal Forms" shall mean the forms required to be submitted in accordance with this Request For Qualifications.

The terms "Provider" or "Successful Proposer" shall refer to the Proposer receiving an award of a Contract as a result of this Request For Qualifications.

The terms "Request For Qualifications", "RFQ", or "Solicitation" shall mean this Request For Qualifications, including all exhibits, attachments, amendments and change orders issued by the Procurement Department.

The term "Specifications" shall mean any technical requirements specified in this Request For Qualifications or any addendum or other document issued by the City specifying technical requirements of the Work.

The term "Subcontractor" and "Subconsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contracts with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services for the City, whether directly or indirectly, on behalf of the Successful Proposer.

The terms "Work", "Scope of Work", "Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the scope of work required by this RFQ, including (without limitation) all terms and conditions of this Solicitation, and all matters and things that will be required to be done by the Successful Proposer as required under the Contract or any other agreement related to this Project authorized subsequent to the execution of the Contract.

1-2

AVAILABILITY OF REQUEST FOR QUALIFICATIONS

Copies of this Solicitation package may be obtained from DemandStar at www.demandstar.com or by calling (800) 711-1712. DemandStar distributes the City's solicitations through electronic download, by facsimile, or through the United States Postal Service. Proposers are **not** required to register with DemandStar to receive a copy of any City Solicitation. Registration with DemandStar.Com is optional, at the sole discretion of the Proposer. **DemandStar does not charge a fee for registering for the City of Miramar only.**

To request the Solicitation package, your request should include the following information: the Solicitation number and title, the name of the potential Proposer's contact person, the potential Proposer's name, complete mailing address, telephone number, and fax number.

Proposers who obtain copies of this Solicitation from sources other than DemandStar or the City's Procurement Department risk the potential of not receiving

addenda, since their names will not be included on the list of firms participating in the process for this Solicitation. Proposers are solely responsible for those risks.

1-3

CONE OF SILENCE

Proposers are notified that this Solicitation is subject to a "Cone of Silence." From the time of advertising of this RFQ and until the City Commission approves an award, there is a prohibition on communication by Proposers (or anyone on their behalf) with City's professional staff. This does not apply to oral communications at pre-proposal conferences, oral presentations before evaluation committees, contract negotiations, public presentations made to the City Commission during any duly noticed public meeting, or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this Solicitation. The Cone of Silence shall terminate at the time the City Manager or her designee makes her recommendation to the City Commission at a duly scheduled meeting of the City Commission; provided, however, that if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent recommendation.

Any questions, explanations, or other request by Proposers regarding this Solicitation must be requested in writing to the City's Procurement Department noted below. In addition to other penalties, failure to comply with these provisions may render a Proposal non-responsive.

The address and telephone number for the City's Procurement Department is:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3121
Facsimile: (954) 602-3490
Alicia Ayum, Email address – aayum@ci.miramar.fl.us

1-4

CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the process of this Solicitation. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Provider.

2) The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable City and County Ordinances and/or state and federal statutes, rules, or regulations.

b) Additional Information/Addenda.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Department at the address identified above. A request must be received by the Procurement Department no later than seven working days prior to the Solicitation Due Date and Time. Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requestor's name, address and telephone number.

2) The Procurement Department will issue a response to any inquiry, if deemed appropriate, by written addenda to the Solicitation, issued prior to the Solicitation Due Date and Time. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addenda issued, the last addendum issued shall prevail.

3) It is the Proposer's responsibility to ensure receipt of all addenda and substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Department, prior to submitting a Proposal, that all addenda have been received. The Proposer shall submit the Proposal form entitled "**ADDENDA ACKNOWLEDGMENT FORM**" with their Proposal.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Statement of Work, the Sample Contract, or any amendment issued, the order of precedence shall be: the last addendum issued, the Specifications or Statement of Work or Scope Of Services, the Special Conditions, the General Terms and Conditions, and the Sample Contract.

Where there appears to be a conflict of the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Proposer to verify the Due Date and Time by contacting the City's Procurement Office at the address indicated above.

1-5

PREPARATION AND SUBMISSION OF A PROPOSAL

a) Preparation/Submission.

1) The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Proposer's submittal being deemed "non-responsive."

2) The Proposal shall be typed or completed legibly in ink. The Proposer's authorized agent will sign the Proposal Forms in ink, and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the submittal being deemed "non-responsive."

Upon request, the City will provide a tax exemption certificate, if applicable.

Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

3) The apparent silence of the Scope of Work and any amendment regarding any details or the omission from the Scope of Work of a detailed description concerning any Goods or Services requested, shall be regarded as meaning that only the best commercial practices are to prevail, and that only Goods and workmanship of first quality are to be used. All interpretations of the Scope of Work shall be made upon the basis of this Solicitation and if the Solicitation is silent, on industry standards of best practices.

b) Vendor Registration is **not** required.

c) Criminal Conviction Disclosure.

Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a Contract with or receiving any funding from the City.

d) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, "[a]ny person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide goods and/or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor or, supplier, or subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$35,000.00) for a period of 36 months from the date of being placed on the convicted vendor list."

e) Drug-free Workplace Preference.

All public bids or proposals are subject to the City of Miramar Preference to Businesses with Drug-free Workplace Program as defined in Section 2-260 of the City's Code. The City grants a preference to a business with a drug-free workplace program whenever two or more Proposals are equal with respect to price, quality, and services. The Drug-free Workplace vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and any other applicable state law. All Proposers shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".

f) Anti-Kickback Affidavit.

All Proposers shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT**".

g) Non-Collusion Declaration.

All Proposers shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which their Proposal has been submitted; or to refrain from submitting a Proposal in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices to be negotiated or that of any other Proposer to be negotiated, or to fix any overhead, profit, or cost elements of the price to be negotiated or that of any other Proposer to be negotiated, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed Work. All Proposers shall submit the duly signed form entitled "**NON-COLLUSION DECLARATION**".

h) Non-Discrimination Affidavit.

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of services. Proposers shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on 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 service delivery. All Proposers shall submit the duly signed and notarized form entitled "**NON-DISCRIMINATION AFFIDAVIT**".

i) Business/Vendor Profile Survey.

All Proposers shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

j) Request for Taxpayer Identification Number and Certification.

All Proposers shall provide the City with their taxpayer identification number prior to being recommended for award of any Contract resulting from this Solicitation.

k) Antitrust Laws.

By submission of a signed Proposal, the Successful Proposer acknowledges compliance with all antitrust laws of the United States and the State of Florida.

l) Conflicts of Interest.

The award of the Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Proposal or within one year prior to the Due Date and Time.

m) Collection of Fees, and Taxes.

By acceptance of a Contract, the Successful Proposer acknowledges compliance with the requirement that all delinquent and currently due fees and taxes of the Proposer have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Proposer for the award of any Contract.

n) Preferences.

Local Bidders. Except where federal, state or county law mandates to the contrary or where federal or state funding is utilized, the City shall grant a preference in the amount of five percent (5%) of any bid or five points of any proposal score to a Local Business, as defined in the City Code. Such preference shall apply to bids or proposals for commodities, services and construction.

Businesses Employing Miramar Residents. A vendor located outside of the City of Miramar City limits is considered equivalent to a Miramar vendor (a Local Business) and accorded the same Local Bidder preference if it employs a minimum of ten full time equivalent ("FTE") Miramar residents or if Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to bids or proposals for commodities, services and construction.

Disadvantaged Businesses. Except where federal, state or county law mandates to the contrary, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent (5%) of any bid or five points of any proposal score to a Disadvantaged Business. Such preference shall apply to bids or proposals for commodities, services and construction.

Application of preferences. In the application of any preference granted by the City Code or City policies in regard to this RFQ, the preference is applied by adding the specified points to the evaluation criteria scoring.

1-6

LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals received after the Solicitation Due Date and Time shall not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date and Time shall also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due Date and Time shall not be accepted or allowed.

1-7

SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, at any time prior to City Commission award and approval of a Contract, reject all or any parts of any or all Proposals, re-advertise this Solicitation, postpone or cancel this Solicitation or waive any irregularities in this Solicitation or in the process used in this Solicitation.

1-8

COST OF PROPOSALS

All expenses involved with the preparation and submission of Proposals to the City shall be borne by the Proposer(s). No payment shall be made for any effort required of or made by the Proposer(s) prior to commencement of Work authorized pursuant to the Contract.

1-9

ORAL PRESENTATIONS

The City may require Proposers to perform oral presentations in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation/Selection Committee and/or the City Commission. If required, the City shall notify Proposers with as much advance notice as possible prior to the date of such a presentation.

1-10

EXCEPTIONS TO THE SOLICITATION

Exceptions are not applicable to this Solicitation. Taking exceptions in the Proposal may render the Proposal non-responsive.

1-11

PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are notified that all information submitted as part of, or in support of Proposals will be available for public inspection after opening of the Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law".

All Proposals submitted in response to this Solicitation become the property of the City. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal, in its best interest. Acceptance or rejection of any Proposal does not affect the City's rights hereunder.

1-12

EVALUATION OF PROPOSALS

a) Rejection of Proposal.

The City may reject any Proposal, and award the Contract to the next highest scoring Proposer or re-advertise for all or any part of this Solicitation whenever it is deemed in the best interest of the City in the City's sole discretion. The City shall be the sole judge of what is in its "best interest". The City may reject any Proposal if the Proposer does not accept or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

1) A Proposal will only be considered from a firm regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Goods and/or Services required by this Solicitation.

2) The City may conduct a pre-award inspection of the Proposer's facilities and site or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Proposer, including past performance and experience with the City or any other governmental entity.

3) The City may require the Proposer to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor.

4) The City reserves the right to audit all records pertaining to any award resulting from of this Solicitation, whether financial or otherwise.

e) Copy of Abstract of Proposals.

A copy of the Proposal abstract will be made available through www.DemandStar.com or may be requested in person from the Procurement Department. Proposal results shall not be provided by telephone or facsimile.

1-13

NEGOTIATIONS

The City shall enter into Contract negotiations with the most qualified responsive and responsible Proposer(s). If the City and that Proposer cannot negotiate a successful Contract, the City may terminate those negotiations and begin negotiations with the next most qualified responsive, responsible Proposer. This process may continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

1-14

AWARD OF AN AGREEMENT

a) Agreement.

This Solicitation may contain a contract entitled "**SAMPLE ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT**". After award, a Contract similar to the Sample Contract, including attachments and any modifications that the City, in its sole discretion may make, will constitute the entire Contract between the parties. No rights shall inure to the Successful Proposer pursuant to this Solicitation until the Contract has been executed by both parties thereto.

b) Additional Information.

The award of the Contract may be preconditioned on the subsequent submission of other documents. The Successful Proposer shall be deemed "non-responsive" if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Proposer is deemed "non-responsive" as a result of such failure to provide the required documents, the City may award any Contract to the next most qualified, responsive, responsible Proposer.

c) Independent Contractor.

The Successful Proposer shall be a contractor operating independently from the City. The employees and Subcontractors of the Successful Proposer shall not be considered or deemed employees, subcontractors or agents of the City; nor shall such employees and Subcontractors of the Successful Proposer

have any privity of contract with the City. Neither the Successful Proposer nor any of its employees shall receive any City benefits. The Successful Proposer shall supply competent and physically capable employees and Subcontractors. The City may require the Successful Proposer to remove any employee or Subcontractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the Services is not in the best interest of the City.

d) Contract Extension.

To the extent applicable, the City reserves the right to automatically extend any Contract for up to 180 calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. Additional extensions beyond the first one hundred 180 day extension may occur, if approved by the City Commission with the mutual agreement of the Successful Proposer.

e) Limited Contract Extension.

Any Work which commences prior to the termination date of the Contract and which will extend beyond the termination date shall, unless terminated by mutual written agreement by both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

f) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all Goods provided pursuant to the Contract.

g) Estimated Quantities.

To the extent applicable, estimated quantities or estimated dollars, if provided, are for Proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the term of any Contract. The City is not obligated to place any order for a given amount or quantity subsequent to the award of any Contract. Estimates may be based upon the City's previous needs and/or usage. These estimates may be used by the City for purposes of determining the highest evaluated scoring, responsive, responsible Proposer.

h) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, to the extent applicable, it is hereby agreed and understood that any Contract does not grant any exclusive rights to the Successful Proposer to receive all orders that may be generated by the City in connection with the types of Goods and/or Services required herein.

**1-15
RIGHT OF APPEAL**

a) After a notice of intent to award a Contract is posted by the City on the City Clerk's notice board and on the City's website, www.ci.miramar.fl.us/cityclerk/sunshine, any actual or prospective Proposer who is aggrieved in connection with the pending award of the Contract or any element of the Solicitation process may file a protest with the Chief Procurement Officer. A protest must be filed within five business days after the posting of the notice of award or the right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. The filing is considered incomplete until the fee and sufficient factual information is received by the Chief Procurement Officer.

b) The protester must include a nonrefundable filing fee to compensate the City for the expenses of administering the protest. The fee shall be in the form of cash or a cashier's check, and in accordance with the schedule provided in the City's Procurement Code.

SECTION 2

SCOPE OF WORK AND SPECIFIC REQUIREMENTS

BACKGROUND

The City of Miramar is a growing municipality located in southeast Florida, approximately halfway between Miami and Fort Lauderdale. Miramar has experienced unprecedented growth over the past 12 years, increasing its population from 72,739 in 2000 to 123,478 in 2012. In addition to the population increase, the City's infrastructure, residential, commercial, and economic development has also increased at an explosive pace during the same 12 year period. Miramar is a long and narrow city, approximately 2.5 miles wide (north to south) and 14 miles long (east to west).

In 2009, the City of Miramar ("City") completed the design and permitting of approximately 75,000 lineal feet of new 6 inch water mains and approximately 84 fire hydrants in order to improve overall system performance and to provide better fire protection to the community. The Project area is primarily residential and is currently served by deteriorating and undersized water mains, much of which have been in existence since the 1950s and 1960s. The Project limits are generally from Pembroke Road to Embassy Boulevard and from Utopia Drive to SW 68th Terrace.

In 2013, the City completed the installation of approximately 15,000 lineal feet of water mains, fire hydrants and appurtenances along Granada, Biltmore and Dillido Boulevards. The City is now seeking the services of a design consultant to provide engineering design and permitting updates, bidding assistance and construction management services ("CMS") for Project segments not yet completed (approximately 60,000 lineal feet). The Work will be completed in phases over a multi-year period.

Following the requirements of Section 287.055, Florida Statutes, the Consultants Competitive Negotiation Act, the City of Miramar is seeking to engage the services of a qualified Engineering Design Consultant to provide professional engineering consulting services for the East Miramar Re-Development Transmission and Distribution Water Main Improvements Project (hereinafter referred to as the "Project").

SCOPE OF THE PROJECT:

The East Miramar Re-Development Transmission and Distribution Water Main Improvements Project will require a complete review of the existing design and an update that will include any required modifications of the original design drawings and specifications to include, but not be limited to, changes in field conditions since the original design was completed as well as associated roadway improvements and resurfacing. No significant utility updates, design or specification modifications are contemplated. The Proposer will prepare, update, modify and obtain all the required permits for the Project. Bidding assistance will include, but not be limited to, attendance at the Pre-Bid Meeting, assisting with responses to Bidder Requests for Information, assisting with Addenda processing, and complete review of all bids with a recommendation of award. CMS will include, but not be limited to, attendance at the Pre-Construction Meeting, Project management, serve as the Engineer of Record,

assisting with responses to Requests for Information, assisting with Change Order processing, Shop Drawing review, Construction observations, Substantial and Final Completion inspections, review and certification of the As-Built/Record Drawings and Project Closeout assistance.

2-2

SOLICITATION TIMETABLE

The anticipated schedule for this Solicitation and the award of any resulting Contract shall be as follows:

RFQ advertised April 27, 2014,

Deadline for receipt of questions: May 7, 2014 Time: 4:30 PM EST

Deadline for receipt of Proposals: May 27, 2014 Time: 2:00 PM EST

The above schedule is not final and may be altered at any time.

2-3

TERM OF CONTRACT: UPON COMPLETION AND ACCEPTANCE

The Contract resulting from this Solicitation shall commence on the date of execution and shall remain in effect until the Services acquired in conjunction with this RFQ have been completed and accepted by the City.

2-4

METHOD OF AWARD: TO THE HIGHEST QUALIFIED EVALUATION SCORING, RESPONSIVE, RESPONSIBLE PROPOSER(S) (SUBJECT TO SUCCESSFUL NEGOTIATION AND APPROVAL OF A CONTRACT)

The award for this Solicitation requires City Commission approval of the final ranking of the RFQ and recommended award of the Contract to the highest qualified evaluation scoring responsive, responsible Proposer, together with approval of a mutually agreeable Contract substantially in the form of the Sample Contract attached to this RFQ.

The Chief Procurement Officer or designee is authorized to enter into Contract negotiations with the highest evaluation scoring, responsive, responsible Proposer and whose Proposal will be the most advantageous to the City. If the City is unable to negotiate a satisfactory Contract, negotiations with that Proposer may be terminated and negotiations may begin with the second most qualified Proposer. If these negotiations also prove unsatisfactory, negotiations may again be terminated, and the City may negotiate with the third most qualified firm. If the short-list of qualified firms is exhausted, the City may select additional Proposers with which to attempt to negotiate a Contract, in the order of their ranking.

The resulting Contract shall contain requirements, terms and conditions consistent with this Solicitation, along with any modifications which the City, in its sole discretion,

may require or accept. No rights shall inure to the benefit of any Proposer pursuant to this Solicitation until the Contract has been executed by both parties and approved by the City Commission, where applicable.

2-5

METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

The Successful Proposer shall submit fully and accurately documented invoices within 30 calendar days after the Services have been rendered. These invoices shall be submitted to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the Contract number, the type of Service(s) provided, and the dates or period that the Service(s) were provided in the prior 30 days.

2-6

INSURANCE

The Successful Proposer agrees that he or she will, in the performance of Work and Services under the Contract, comply with all applicable federal, state and local laws and regulations now in effect or hereinafter enacted during the term of the Contract and any renewal(s).

The Successful Proposer shall obtain at Successful Proposer's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning Work under the Contract including, but not limited to, Workers' Compensation Insurance, Unemployment Insurance, Professional Liability Insurance, and all other insurance required by law. The enclosed Sample Contract provides limits and coverages required. The Successful Proposer shall maintain such insurance in full force and effect during the term of the Contract and shall require all Subcontractors and Subconsultants to do so. The Successful Proposer and all Subcontractors and Subconsultants shall provide to the City's Risk Manager certificates of all insurance and related endorsements required prior to beginning any Work under the Contract. The Successful Proposer shall indemnify, defend and hold the City harmless (as allowed by applicable law) from any damage resulting from the failure of either the Successful Proposer or any of its Subcontractors and/or Subconsultants to maintain such insurance. All certificates and endorsements must be approved by the City's Risk Manager.

All insurance companies used shall be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida.

All policies shall be Occurrence, not Claims Made forms (except for professional liability).

The Successful Proposer's liability insurance policies shall be endorsed to add the City of Miramar as an additional insured (except for professional liability). The Successful Proposer's liability insurance shall be primary to any liability insurance policies carried by the City. The Successful Proposer shall be responsible for all deductibles and self-insured retentions on the Successful Proposer's liability insurance policies.

All of the policies of insurance shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

2-7

CONTENTS OF PROPOSAL

a) The Proposal must consist of the components listed below.

1) The Qualification Proposal:

i) Cover Page.

The form entitled **PROPOSAL COVER PAGE (SECTION 5)** is to be used as the cover page for the Qualification Proposal. This form must be fully completed and signed by an authorized officer of the Proposer.

ii) Table of Contents.

The table of contents should outline in sequential order the major areas of the Proposal. All pages of the Proposal, including enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

iii) Executive Summary.

Each Proposer shall provide a brief summary describing the Proposer's ability to perform Work requested in this Solicitation, a history of the Proposer's background and experience providing the relevant type of services, the qualifications of the Proposer's personnel to be assigned to this Project, the Subcontractors, Subconsultants, and/or suppliers and a brief history of their background and experience, and any other information called for by this Solicitation which the Proposer deems relevant. This summary should be brief and concise so as to apprise the reader of the experience and qualifications of the Proposer and its employees, Subcontractors, Subconsultants, and suppliers.

iv) Required Information.

Proposers shall provide documentation that demonstrates their ability to satisfy any of required information contained herein. Proposers who do not satisfy the requirements or who fail to provide supporting documentation and/or affidavits as specified herein may be deemed non-responsive. If a prescribed format or required documentation for the response to information requirements is listed below, Proposers must use the required format and supply said documentation to be considered responsive.

A) See form entitled **PROPOSER INFORMATION FORM (SECTION 7)**.

v) Technical Information.

A) Describe the Proposer's approach to organization/management and the responsibilities of Proposer's management and Project personnel that will perform Work; describe methods or benchmarking systems used to ensure quality service, customer satisfaction, prompt complaint resolution, quality control, and timely initiation and completion of all Work.

B) Provide relevant background information on your firm(s), including a brief history, firm ownership, and organizational structure, location of headquarters, and number and location of offices.

C) List any subsidiary/affiliate company of the Proposer in the same business, the nature of the relationship, and the location of their office.

D) Provide a description or information concerning or substantiating each of the requirements below:

1) Drug-free Work Place.

2) Employee drug testing program.

3) Proposer's experience, past performance, financial capabilities, violations, and litigation.

4) Proposer's social responsibility, charitable acts and contributions, and benevolence programs.

5) Proposer's internal, organization-wide green and environmental programs and initiatives.

E) State the number of years that the Proposer has been in business, and the number of years in operation under the Proposer's current business name. Any business owner who has previously operated a business under another name must include a description of the previous business and identify the name of each such business. Failure to include such information will be deemed by the City as an intentional misrepresentation, and may render the Proposal non-responsive.

F) Provide a detailed description of the largest projects the Proposer is either performing or has completed within the last five years which are similar in scope. Describe the Proposer's qualifications and experience realized by the performance and management of these projects. The specific role of the Proposer in any project which is included must be described in detail. The description should identify for each project or contract:

1) The name and size of the client, address, telephone number and the name of the contact person;

2) A description of the required work;

3) The contract term;

4) A statement as to whether the Proposer was a prime contractor or subcontractor, subconsultant, or supplier; and

5) The result of the project.

G) List any and all contracts the Proposer has performed for the City.

H) Describe any other experience related to the Work or Services described in **SECTION 2, SCOPE OF SERVICES**.

I) Proposers shall include audited financial statements for the last three years.

J) Describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the Services to be rendered herein, in which the Proposer, any of its employees (while in the performance of their duties), Subcontractors or Subconsultants is or has been involved within the last three years.

K) Describe and explain any prior complaints (both substantiated and inconclusive) filed with any governmental agency against the Proposer or any of its employees (while in the performance of their duties), Subcontractors or Subconsultants within the last five years.

L) Confirm in your Proposal that your firm has errors and omissions insurance and include the carrier and amounts.

vi) Key Personnel and Subcontractors.

A) Provide an organizational chart showing all individuals, including their titles, who will perform any Work under the Contract. This chart must clearly identify the Proposer's employees and those of the Subcontractors or Subconsultants.

B) Describe the expertise of your firm's professional staff for both the local office and the total organization. Describe the experience, qualifications, and other relevant information, including relevant experience on similar contracts, for all key individuals and Subcontractors or Subconsultants who will perform Work under the Contract. This information shall include functions to be performed by the key individuals and the Subcontractors or Subconsultants. Include the number of professionals in each of the following categories:

- 1) Licensed architects;
- 2) Licensed engineers;
- 3) Unlicensed technical support staff; and
- 4) Administrative staff.

C) Describe the team that would serve the City. List each team member's role on this engagement, professional designation, qualifications, experience, education, and clients with similar services.

D) Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to the Contract, including any Subcontractors or Subconsultants. The phrase "all key personnel" includes all partners, managers, senior employees and other professional or technical staff that will perform Work under the Contract.

E) List names and addresses of all first tier Subcontractors, Subconsultants, or suppliers who will perform and/or provide Work or Services under the Contract.

vii) Affidavits and Acknowledgements.

A) PROPOSAL COVER PAGE (SECTION 5)

**B) ADDENDA ACKNOWLEDGEMENT FORM
(SECTION 6)**

**C) PROPOSER INFORMATION FORM
(SECTION 7)**

**D) PROPOSER'S DISCLOSURE OF
SUBCONTRACTORS, SUBCONSULTANTS, AND
SUPPLIERS (SECTION 8)**

**E) DRUG-FREE WORKPLACE AFFIDAVIT
(SECTION 9)**

F) ANTI-KICKBACK AFFIDAVIT (SECTION 10)

G) NON-COLLUSIVE AFFIDAVIT (SECTION 11)

**H) NON-DISCRIMINATION AFFIDAVIT
(SECTION 12)**

**I) BUSINESS/VENDOR PROFILE SURVEY
(SECTION 13)**

**J) FORM W-9 REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION
(SECTION 14)**

2-8

EVALUATION CRITERIA

Following the closing of the Solicitation, the Proposals will be evaluated by an evaluation committee appointed by the City. The evaluation committee may be comprised of any combination of City personnel and representatives selected by the City, with the appropriate experience and/or knowledge, striving to ensure that the committee is well balanced. The scoring of Proposals is based on a point total and not a percentage factor.

The evaluation committee will first evaluate and rank responsive Proposals on the criteria listed below, for each Project. The criteria are itemized with their respective weights for a maximum total of 100 points. A Proposer may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its Proposal as judged by the evaluation committee. A Proposal that fails to adequately show the qualifications and experience necessary for this Project will not be considered.

The committee shall reserve the right (but is not obligated) to require oral presentations from one or more of the Proposers, either before or after the initial ranking, and shall have the option to short-list and re-rank after the receipt of additional information from such presentations, follow-up questions and answers, on-site Proposer demonstrations, reference checks or site visits.

<u>Criteria</u>	<u>Points</u>
1) Consultant's background, qualifications, credentials and in-house expertise.	20

2)	Experience and resumes of team's personnel, including assigned Project manager's experience on governmental or private sector projects of similar scope, size, and complexity.	20
3)	Previous experience working with utility projects of this nature.	20
4)	Understanding of the nature of the Project and proposed approach.	20
6)	Previous experience working with local regulatory and permitting agencies.	10
7)	Local Business Preference.	5
8)	Disadvantaged Business Preference.	<u>5</u>
TOTAL		100

2-9

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Proposer understands and acknowledges that agreements with governments are subject to certain laws and regulations, including laws pertaining to (without limitation) matters such as public records, conflict of interest, and record keeping. The Successful Proposer agrees to comply with and observe all applicable laws, codes and ordinances, as they may be amended from time to time.

2-10

MINIMUM WAGE BASED ON FEDERAL LAW

The wage rate paid to all laborers, mechanics, apprentices, technical and administrative staff employed or contracted by the Successful Proposer for the Work under the Contract shall not be less than the minimum wage rate established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Department.

2-11

POINT OF CONTACT

For any additional information regarding the specifications and requirements of this Solicitation, contact the Procurement Department at the address indicated herein.

SECTION 3 SAMPLE AGREEMENT

ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made between the CITY OF MIRAMAR, FLORIDA, a Florida municipal corporation ("CITY"),

AND

_____. ("ENGINEER"), whose principal place of business is _____.

WHEREAS, the CITY issued RFQ No. 14-04-33 for Engineering Design Services for the East Miramar Re-Development Transmission and Distribution Water Main Improvements(the "RFQ"); and

WHEREAS, ENGINEER was determined to be one of the highest qualified evaluation scoring responsive, responsible Proposers with regard to the RFQ; and

WHEREAS, on _____, 2014, the Miramar City Commission awarded the RFQ to ENGINEER subject to negotiation and approval of a mutually acceptable agreement; and

WHEREAS, ENGINEER and CITY, through mutual negotiation, have agreed upon a scope of services and fee for such Services required for the project _____ (the "Project"); and

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

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

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, CITY and ENGINEER agree as follows:

SECTION 1. DEFINITIONS

Terms used herein shall have the meanings set forth herein or as provided in the RFQ.

SECTION 2. SCOPE OF SERVICES

2.1 The Services to be rendered by ENGINEER shall commence upon completion of execution of this Agreement by both parties, to wit: _____, 2014.

2.2 Upon the request of CITY, ENGINEER shall provide professional engineering consulting services for the Project pursuant to the Scope of Services set forth in ENGINEER'S Proposal to the RFQ, as set forth in Exhibit "A" attached hereto and as set forth in the RFQ, which is incorporated herein for all purposes.

SECTION 3. ENGINEER'S RESPONSIBILITIES

3.1 ENGINEER agrees that it shall prepare and review plans and documents ensuring that such plans and documents conform with guidelines as set forth in CITY's Code and all other applicable laws, ordinances and governmental rules, regulations and orders, now in effect or in effect at any time during the term of this Agreement.

3.2 ENGINEER's responsibilities under this Agreement shall be performed entirely and exclusively by competent personnel specifically as set forth in Exhibit "A".

3.3 ENGINEER shall provide CITY with a detailed breakdown of its monthly bills, indicating each task performed and time allocated to each task.

3.4 ENGINEER 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. There shall be no additional charges for such meetings unless specifically set forth in Exhibit "A".

3.5 ENGINEER agrees that its Services are to be performed within the limits prescribed by the CITY and with the usual thoroughness, diligence and competence of the ENGINEER's profession.

3.6 ENGINEER is prepared to and shall begin Work on the Project immediately upon receipt of this executed Agreement. ENGINEER, in consultation with CITY, shall perform its Work in such a manner as to comply with an agreed upon Project Schedule, attached hereto as Exhibit "B".

SECTION 4. CITY'S RESPONSIBILITIES

4.1 In exchange for the Services to be performed by ENGINEER described in this Agreement, CITY agrees to compensate ENGINEER in amounts as described in Exhibit "A".

4.2 CITY shall be responsible for the payment to ENGINEER of the reimbursable expenses listed in Exhibit "A", not to exceed the total amount of \$ _____. In order to be eligible for reimbursement, individual expenses in excess of \$250 must have prior written approval from the City Manager or designee.

4.3 Compensation shall be invoiced by ENGINEER and paid by CITY as follows: ENGINEER shall submit monthly invoices to CITY for review. Each invoice shall indicate the original fee estimate for the Service provided, the invoice date, the amount of the invoice, a description of the Work provided and covered by the invoice and the estimated fees remaining. Payment for Services rendered by ENGINEER during the previous billing period shall be paid by CITY no later than the 30th day after the date of invoice. Invoices are subject to CITY approval.

SECTION 5. TERM/TERMINATION

5.1 **TERM OF AGREEMENT** - This Agreement shall commence on the date that it is fully executed by all parties. ENGINEER 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 Exhibit "B". With respect to such schedule, performance shall be timely under this Agreement, and time is of the essence. Completion timeframes may be extended for periods of delay resulting from strikes, natural disasters, and similar circumstances over which the ENGINEER has no control, provided CITY approves such extensions in writing.

5.2 **TERMINATION - For Convenience** - This Agreement may be terminated by CITY for convenience upon 30 calendar days' written notice to ENGINEER. In the event of termination by CITY, ENGINEER shall be paid for all authorized services rendered to the date of such termination. The amount payable to ENGINEER 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 ENGINEER's receipt of notice of termination, for the applicable Work performed. In exchange for such payment, ENGINEER 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 or for work product that has not been delivered to CITY.

5.3 **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 ENGINEER abandons this Agreement or causes it to be terminated by CITY, ENGINEER 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 Section 5.2 and the provisions of Section 5.2 shall apply.

SECTION 6. DEFAULT

6.1 An event of default shall mean a breach of this Agreement by ENGINEER. 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. ENGINEER has not performed Services on a timely basis as set forth in the Project Schedule, attached as Exhibit "B";
- b. ENGINEER has refused or failed to supply enough properly skilled Staff personnel;
- c. ENGINEER has failed to make prompt payment to Subconsultants or suppliers for any Services;
- d. ENGINEER has become insolvent or has assigned the proceeds received for the benefit of ENGINEER's creditors, or ENGINEER has taken advantage of any insolvency statute or debtor/creditor law or, ENGINEER's affairs have been put in the hands of a receiver;

- e. ENGINEER has failed to obtain the approval of CITY where required by this Agreement;
- f. ENGINEER has failed to honor any warranties hereunder; or
- g. ENGINEER has refused or failed to provide the Services as required in this Agreement.

6.2 In the event ENGINEER fails to comply with the provisions of this Agreement, CITY may declare ENGINEER in default, notify ENGINEER in writing, and provide ENGINEER 15 calendar days to cure the default. If ENGINEER fails to cure the default, compensation will only be due for any completed Services, less any damages calculated pursuant to Section 6.3. In the event payment has been made for Services not completed, ENGINEER shall return these sums to CITY within ten days after written notice that these sums are due. Nothing in this Section shall limit CITY's right to terminate this Agreement at any time pursuant to Section 4 above or limit CITY'S right to damages as provided in Section 6.3.

6.3 In the event of Default, ENGINEER 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, additional professional services and administrative costs.

6.4 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 in law or in equity.

SECTION 7. 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.

SECTION 8. POLICY OF NON-DISCRIMINATION

ENGINEER shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. ENGINEER shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on 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 Service delivery.

SECTION 9. INDEPENDENT CONTRACTOR

ENGINEER is an independent contractor under this Agreement. Services provided by ENGINEER shall be by employees of ENGINEER and subject to supervision by ENGINEER, and not as officers, employees or agents of CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of ENGINEER.

SECTION 10. ASSIGNMENT; AMENDMENTS

10.1 Neither this Agreement nor any right or obligation herein shall be assigned, transferred or otherwise encumbered, under any circumstances, by ENGINEER, without the prior written consent of CITY.

10.2 This Agreement constitutes the entire agreement between ENGINEER and CITY and all negotiations and oral understandings between the parties are merged herein.

10.3 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 11. INDEMNIFICATION/HOLD HARMLESS

11.1 ENGINEER shall indemnify and hold harmless CITY, its officers and employees, from 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 ENGINEER and other persons employed or utilized by the ENGINEER in the performance of this Agreement.

11.2 ENGINEER acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 12 herein with regard to insurance. This indemnity is not in any way limited by the amounts of insurance coverage required or held.

11.3 Nothing in this Agreement shall be deemed or treated as a waiver by the CITY of any immunity to which it is entitled by law, including but not limited to the CITY's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 12. INSURANCE

12.1 ENGINEER shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts as may be necessary to protect its interests and the interests of CITY against hazards or risks of loss as specified below.

The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to CITY, its officials, employees and volunteers. Any insurance maintained by CITY shall be in excess of ENGINEER'S insurance and shall not contribute to ENGINEER'S insurance.

- A. Professional Liability. ENGINEER shall furnish professional liability insurance coverage in an amount not less than \$2,000,000 with a deductible of \$100,000, per claim. ENGINEER shall be responsible for maintaining this professional liability insurance for a minimum of three years from the date of completion of the Project. Upon request of CITY, ENGINEER shall make available for inspection copies of any claims filed or made against the policy during the policy term. ENGINEER shall additionally notify CITY, in writing, within 30 calendar days of any claims filed or made against this policy in excess of \$100,000 during the policy term.
- B. General Liability. ENGINEER shall maintain coverage in the amount of \$2,000,000, which coverage shall include comprehensive, premises-operations, contractual liability, personal injury, products/completed operations, broad form property damage, independent contractors and cross liability and severability of interest clause.
- C. Workers Compensation. ENGINEER shall carry Workers Compensation Insurance at all times during this Agreement which at a minimum shall be at the statutory amount.

12.2 Certificate of Insurance. Prior to the execution of this Agreement, ENGINEER shall provide to CITY and to CITY'S Office of Risk Management, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required herein. CITY reserves the right to require ENGINEER to provide a certified copy of such policies upon written request by CITY. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance or policies shall be furnished 30 calendar days prior to the date of their expiration. Each policy certificate shall be endorsed with a provision that not less than 30 calendar days' written notice shall be provided to CITY before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the CITY Manager. Required endorsements shall specifically refer to the Certificates of Insurance to which they apply as well as this Project. The Certificates of Insurance shall not be accepted by the City unless the Certificates list the CITY as an additional insured and contain all required endorsements.

12.3 ENGINEER shall be fully responsible to CITY for all errors and omissions of any Subconsultants. Subconsultants shall have appropriate general liability, professional liability, and workers' compensation insurance, or be covered by ENGINEER's insurance. ENGINEER shall furnish CITY with appropriate proof of insurance and releases from all Subconsultants in connection with the Work performed.

12.4 All insurance companies providing coverage shall be rated not less than "A VII" per Best's Key Rating Guide and be licensed to do business in Florida. City shall be named as an additional insured on general liability coverage. All policies, except professional liability, shall be Occurrence Made, not Claims Made, forms. The Engineer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

SECTION 13. REPRESENTATIVE OF CITY AND CONSULTANT

It is recognized that questions in the day-to-day conduct of this Agreement will arise. The CITY designates the CITY Manager, or designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. ENGINEER designates _____ as the representative of ENGINEER to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

SECTION 14. COSTS AND ATTORNEY'S FEES

Should CITY successfully bring any manner of legal action against ENGINEER, or successfully defend against any suit brought by ENGINEER arising out of or in connection with this Agreement, ENGINEER agrees to pay all reasonable attorney's fees as well as costs incurred by CITY in bringing or defending such an action, through and including all appeals. Should ENGINEER prevail in such a case, CITY agrees to pay all reasonable attorney's fees as well as costs incurred by ENGINEER in bringing or defending such an action, through and including all appeals.

SECTION 15. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, 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 ENGINEER:

Telephone:
Facsimile:

FOR CITY:

Kathleen Woods-Richardson
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3304
Facsimile: (954) 602-3522

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
200 E. Broward Blvd., Suite 1900
Ft. Lauderdale, Florida 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

SECTION 16. CONFLICT-OF-INTEREST

16.1 To avoid any conflicts of interest, or any appearance thereof, during the term of this Agreement, ENGINEER agrees that it will not represent any private sector individuals or entities (including, by example and not limitation, developers, corporations, and real estate investors) in Miramar, Florida, without notifying the CITY of the services to be performed for such individual or entity. If after such notification the CITY reasonably determines that a material conflict exists, ENGINEER will not perform such conflicting work. The conditions and requirements of this paragraph will also apply to any Subconsultants utilized by ENGINEER in completion of the Work.

16.2 ENGINEER covenants that no person under its employ who does or will exercise any functions or responsibilities on behalf of the CITY in connection with this Agreement has any personal financial interest, direct or indirect, with contractors, Subconsultants or vendors providing professional services on projects assigned to ENGINEER, except as fully disclosed and approved by CITY. ENGINEER 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 ENGINEER or its employees must be disclosed in writing to CITY.

SECTION 17. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of a Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida.

SECTION 18. ACCESS AND AUDITS; PUBLIC RECORDS

ENGINEER shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Work outlined in this Agreement for at least four years after completion of this Agreement. CITY reserves the right to audit the records of the ENGINEER related to the Services performed at any time during the execution of the Services and for a period of four years after final payment for such Services is made.

ENGINEER 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. ENGINEER agrees to maintain public records in ENGINEER'S possession or control in connection with ENGINEER'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. ENGINEER shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

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. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, ENGINEER, whether finished or unfinished, shall become the property of CITY and shall be delivered by ENGINEER to the City Manager, at no cost to the CITY, within seven days of termination of this Agreement. All such records stored electronically by ENGINEER shall be delivered to the CITY in a format that is compatible with the CITY's information technology systems. Upon termination of this Agreement, ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to ENGINEER shall be withheld until all documents are received as provided herein. ENGINEER'S failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

SECTION 19. ANTI-LOBBYING

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to cancel this Agreement without liability.

SECTION 20. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

SECTION 21. HEADINGS; CONFLICT OR BREACH OF PROVISIONS; WAIVER

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. 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.

SECTION 22. WARRANTIES AND GUARANTEES

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

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

SECTION 23. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

23.1 The term "data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

23.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of CITY and CITY shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by ENGINEER. CITY shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

23.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country. ENGINEER hereby relinquishes or shall cause to be relinquished any and all copyrights and/or privileges to data developed or prepared under this Agreement without any additional payment to ENGINEER therefore. ENGINEER shall not include in the data any copyrighted matter unless ENGINEER obtains the written approval of the City Manager or designee and provides the City Manager or designee with written permission of the copyright owner for ENGINEER use such copyrights matter in the manner provided herein.

23.4 If this Agreement is terminated for any reason prior to completion of the Work, the CITY may, in its discretion, use any design and documents prepared hereunder for the purpose of completing the Project or for any other official purpose.

SECTION 24. COMPLIANCE WITH LAWS

ENGINEER shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the Services performed under the terms of this Agreement.

SECTION 25. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY, signing by and through its City Manager, attested to and duly authorized to execute same by the City

Commission of the City of Miramar and by ENGINEER, by and through its _____, attested to and duly authorized to execute same.

FOR CITY:

ATTEST:

CITY OF MIRAMAR

City Clerk Kathleen Woods Richardson
By: _____
City Manager

Dated: _____

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

City Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.

FOR ENGINEER:

WITNESSES:

By: _____
Print Name: _____ Print Name: _____
Dated: _____

Print Name: _____

**SECTION 5
PROPOSAL COVER SHEET – RFQ #14-04-33**

PROPOSER'S NAME (Name of firm, entity, or organization):	
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:	
Name:	Title:
MAILING ADDRESS:	
Street Address: _____	
City, State, Zip: _____	
TELEPHONE: () _____	FAX: () _____
PROPOSER'S ORGANIZATION STRUCTURE:	
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (explain): _____	
IF CORPORATION:	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:	
LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:	
PROPOSER'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.	
Signed by: _____	Date: _____
Print name: _____	Title: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 6
ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PROPOSER:

(Company Name)

(Signature)

(Printed Name & Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 7 PROPOSER'S INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed as "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? _____ years
- (2) State of Florida business tax receipt type and number: _____
- (3) County (state county) business tax receipt license type and number: _____
- (4) City of Miramar business tax receipt license type and number: _____

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT IS NOT NECESSARY
UNLESS THE BUSINESS IS LOCATED WITHIN THE CITY OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services/Commodities for similar (government) organizations:

- (6) Have you ever had a contract terminated (either as a prime contractor or sub-contractor,) for failure to comply, breach, or default?

_____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

SECTION 7
PROPOSER'S INFORMATION FORM (CONTINUED)

Please list five Government contract references:

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name : _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

SECTION 7
PROPOSER'S INFORMATION FORM (CONTINUED)

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 8
PROPOSER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS

Please list all Subcontractors, Subconsultants, and suppliers to be used in connection with performance of the Contract (use additional pages if necessary):

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

SECTION 8
PROPOSER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS (CONTINUED)

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

SECTION 9 DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

SECTION 9
DRUG-FREE WORKPLACE AFFIDAVIT (CONTINUED)

FLORIDA STATE STATUTE 287.087

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

**SECTION 10
ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA)
)
COUNTY OF BROWARD) ss:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid, or compensation that may be received as a result of this response, will be paid to any employees of the City of Miramar, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____.

_____ Notary Public, State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 11 NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____) ss:

_____ being first duly sworn, deposes and says that:

a) He/she is the _____,
(Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by person to fix the price or prices to be negotiated or that to be negotiated by any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price to be negotiated or to be negotiated by any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

e) The price or prices to be negotiated will be fair and proper and will not be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 11
NON-COLLUSIVE AFFIDAVIT (CONTINUED)

Signed, sealed and delivered
in the presence of:

Witness

By:_____

Witness

(Printed Name)

(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

ACKNOWLEDGMENT

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SECTION 12
NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on 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 Service delivery.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SECTION 13
BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.

A **Disadvantaged Business Enterprise** is defined as a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, certified by the Broward County Office of Economic Development and Small Business Development and that is at least fifty-one (51) percent beneficially owned and which is routinely managed by one or more of the following (Please identify your respective DBE category):

African-American _____ Hispanic-American _____ Asian-American _____

Native American _____ Woman Owned _____ Service Disabled Veteran (minimum 10% disability) _____

Business is claiming the Miramar Disadvantaged Business Preference _____

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming the Miramar Local Business Preference _____

Please attach a copy of a current Miramar Business Tax Receipt to this form.

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

SECTION 14

Form W-9 (Rev. January 2003) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code	
	Last account number(s) here (optional)	
		Requester's name and address (optional) City of Miramar 2300 Civic Center Place Miramar, FL 33025

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
<div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> </div>
or
Employer identification number
<div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> </div>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

RFQ No. 14-04-33 Engineering Services for East Miramar Re-Development Transmission and Distribution Water Main Improvements
Rater 1

Technical Proposal Scoring:		Calvin Giordano	CES Consultants	Chen Moore	CPH Inc	Craven Thompson	Kimley Horn	Schweke Shiskin	URS
	<u>Evaluation Categories Criteria</u>	<u>Maximum Points</u>							
1)	Consultant's background, qualifications, credentials and in-house expertise.	20	17	16	17	17	18	18	15
2)	Experience and resumes of team's personnel, including assigned project managers' for major governmental or private sector projects of the same size, complexity.	20	18	18	17	19	17	17	15
3)	Previous experience working with utility projects of this nature.	20	18	18	17	19	18	17	15
4)	Understanding of the nature of the project and proposed approach.	20	15	20	15	20	17	17	17
5)	Previous experience working with regulatory and permitting agencies.	10	7	7	7	9	8	8	7
6)	Local Preference	5	0	0	0	0	0	5	0
7)	CBE/SBE Preference	5	0	5	0	0	0	0	0
	TOTAL	100	75	84	80	86	78	82	69

RFQ No. 14-04-33 Engineering Services for East Miramar Re-Development Transmission and Distribution Water Main Improvements
Rater 2

Technical Proposal Scoring:		Calvin Giordano	CES Consultants	Chen Moore	CPH Inc	Craven Thompson	Kimley Horn	Schweke Shiskin	URS
	<u>Evaluation Categories Criteria</u>	<u>Maximum Points</u>							
1)	Consultant's background, qualifications, credentials and in-house expertise.	20	17	18	17	16	19	18	17
2)	Experience and resumes of team's personnel, including assigned project managers' for major governmental or private sector projects of the same size, complexity.	20	16	19	16	16	19	18	12
3)	Previous experience working with utility projects of this nature.	20	17	19	16	16	19	18	14
4)	Understanding of the nature of the project and proposed approach.	20	16	19	16	16	18	19	16
5)	Previous experience working with regulatory and permitting agencies.	10	9	9	8	8	9	9	8
6)	Local Preference	5	0	0	0	0	0	5	0
7)	CBE/SBE Preference	5	0	5	5	0	0	0	0
	TOTAL	100	75	89	78	72	84	81	67

RFQ No. 14-04-33 Engineering Services for East Miramar Re-Development Transmission and Distribution Water Main Improvements
Rater 3

Technical Proposal Scoring:		Calvin Giordano	CES Consultants	Chen Moore	CPH Inc	Craven Thompson	Kimley Horn	Schweke Shiskin	URS
<u>Evaluation Categories Criteria</u>		<u>Maximum Points</u>							
1)	Consultant's background, qualifications, credentials and in-house expertise.	20	18	18	18	20	19	15	18
2)	Experience and resumes of team's personnel, including assigned project managers' for major governmental or private sector projects of the same size, complexity.	20	18	18	18	20	19	12	19
3)	Previous experience working with utility projects of this nature.	20	19	18	18	19	19	15	20
4)	Understanding of the nature of the project and proposed approach.	20	18	14	20	20	20	15	19
5)	Previous experience working with regulatory and permitting agencies.	10	10	9	5	10	9	10	9
6)	Local Preference	5	0	0	0	0	0	5	0
7)	CBE/SBE Preference	5	0	5	0	0	0	0	0
TOTAL		100	88	82	79	89	86	72	85



RFQ 14-04-33
Engineering Services for East Miramar
Redevelopment Transmission & Distribution Water Main Imp.
RFQ Evaluation and Scoring

	RATERS			TOTAL	RANKING
Firms	1	2	3		
Calvin Giordano	75	75	89	239	6
CES Consultants	84	89	88	261	1
Chen Moore	80	78	82	240	5
CPH Inc	73	72	79	224	7
Craven Thompson	86	84	89	259	2
Kimley Horn	78	81	86	245	3
Schwebke Shiskin	82	87	72	241	4
URS Corp	69	67	85	221	8

ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made between the CITY OF MIRAMAR, FLORIDA, a Florida municipal corporation ("CITY"),

AND

CES Consultants, Inc. ("ENGINEER"), whose principal place of business is 14361 Commerce Way, Suite 103 Miami Lakes, Florida 3306.

WHEREAS, the CITY issued RFQ No. 14-04-33 for Engineering Design Services for the East Miramar Re-Development Transmission and Distribution Water Main Improvements(the "RFQ"); and

WHEREAS, ENGINEER was determined to be one of the highest qualified evaluation scoring responsive, responsible Proposers with regard to the RFQ; and

WHEREAS, on _____, 2014, the Miramar City Commission awarded the RFQ to ENGINEER subject to negotiation and approval of a mutually acceptable agreement; and

WHEREAS, ENGINEER and CITY, through mutual negotiation, have agreed upon a scope of services and fee for such Services required for the project "Engineering Design Services for the East Miramar Re-Development Transmission and Distribution Water Main Improvements Project – Phase III" (the "Project"); and

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

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

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, CITY and ENGINEER agree as follows:

SECTION 1. DEFINITIONS

Terms used herein shall have the meanings set forth herein or as provided in the RFQ.

SECTION 2. SCOPE OF SERVICES

2.1 The Services to be rendered by ENGINEER shall commence upon completion of execution of this Agreement by both parties, to wit: _____, 2014.

2.2 Upon the request of CITY, ENGINEER shall provide professional engineering consulting services for the Project pursuant to the Scope of Services set

forth in ENGINEER'S Proposal to the RFQ, as set forth in Exhibit "A" attached hereto and as set forth in the RFQ, which is incorporated herein for all purposes.

SECTION 3. ENGINEER'S RESPONSIBILITIES

3.1 ENGINEER agrees that it shall prepare and review plans and documents ensuring that such plans and documents conform with guidelines as set forth in CITY's Code and all other applicable laws, ordinances and governmental rules, regulations and orders, now in effect or in effect at any time during the term of this Agreement.

3.2 ENGINEER's responsibilities under this Agreement shall be performed entirely and exclusively by competent personnel specifically as set forth in Exhibit "A".

3.3 ENGINEER shall provide CITY with a detailed breakdown of its monthly bills, indicating each task performed and time allocated to each task.

3.4 ENGINEER 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. There shall be no additional charges for such meetings unless specifically set forth in Exhibit "A".

3.5 ENGINEER agrees that its Services are to be performed within the limits prescribed by the CITY and with the usual thoroughness, diligence and competence of the ENGINEER's profession.

3.6 ENGINEER is prepared to and shall begin Work on the Project immediately upon receipt of this executed Agreement. ENGINEER, in consultation with CITY, shall perform its Work in such a manner as to comply with an agreed upon Project Schedule, attached hereto as Exhibit "B".

SECTION 4. CITY'S RESPONSIBILITIES

4.1 In exchange for the Services to be performed by ENGINEER described in this Agreement, CITY agrees to compensate ENGINEER in amounts as described in Exhibit "A".

4.2 CITY shall be responsible for the payment to ENGINEER of the reimbursable expenses listed in Exhibit "A", not to exceed the total amount of \$34,124.45. In order to be eligible for reimbursement, individual expenses in excess of \$250.00 must have prior written approval from the City Manager or designee.

4.3 Compensation shall be invoiced by ENGINEER and paid by CITY as follows: ENGINEER shall submit monthly invoices to CITY for review. Each invoice shall indicate the original fee estimate for the Service provided, the invoice date, the amount of the invoice, a description of the Work provided and covered by the invoice and the estimated fees remaining. Payment for Services rendered by ENGINEER during the previous billing period shall be paid by CITY no later than the 30th day after the date of invoice. Invoices are subject to CITY approval.

SECTION 5. TERM/TERMINATION

5.1 TERM OF AGREEMENT - This Agreement shall commence on the date that it is fully executed by all parties. ENGINEER 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 Exhibit "B". With respect to such schedule, performance shall be timely under this Agreement, and time is of the essence. Completion timeframes may be extended for periods of delay resulting from strikes, natural disasters, and similar circumstances over which the ENGINEER has no control, provided CITY approves such extensions in writing.

5.2 TERMINATION - For Convenience - This Agreement may be terminated by CITY for convenience upon 30 calendar days' written notice to ENGINEER. In the event of termination by CITY, ENGINEER shall be paid for all authorized services rendered to the date of such termination. The amount payable to ENGINEER 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 ENGINEER's receipt of notice of termination, for the applicable Work performed. In exchange for such payment, ENGINEER 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 or for work product that has not been delivered to CITY.

5.3 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 ENGINEER abandons this Agreement or causes it to be terminated by CITY, ENGINEER 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 Section 5.2 and the provisions of Section 5.2 shall apply.

SECTION 6. DEFAULT

6.1 An event of default shall mean a breach of this Agreement by ENGINEER. 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. ENGINEER has not performed Services on a timely basis as set forth in the Project Schedule, attached as Exhibit "B";
- b. ENGINEER has refused or failed to supply enough properly skilled Staff personnel;
- c. ENGINEER has failed to make prompt payment to Subconsultants or suppliers for any Services;
- d. ENGINEER has become insolvent or has assigned the proceeds received for the benefit of ENGINEER's creditors, or ENGINEER

has taken advantage of any insolvency statute or debtor/creditor law or, ENGINEER's affairs have been put in the hands of a receiver;

- e. ENGINEER has failed to obtain the approval of CITY where required by this Agreement;
- f. ENGINEER has failed to honor any warranties hereunder; or
- g. ENGINEER has refused or failed to provide the Services as required in this Agreement.

6.2 In the event ENGINEER fails to comply with the provisions of this Agreement, CITY may declare ENGINEER in default, notify ENGINEER in writing, and provide ENGINEER 15 calendar days to cure the default. If ENGINEER fails to cure the default, compensation will only be due for any completed Services, less any damages calculated pursuant to Section 6.3. In the event payment has been made for Services not completed, ENGINEER shall return these sums to CITY within ten days after written notice that these sums are due. Nothing in this Section shall limit CITY's right to terminate this Agreement at any time pursuant to Section 4 above or limit CITY'S right to damages as provided in Section 6.3.

6.3 In the event of Default, ENGINEER 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, additional professional services and administrative costs.

6.4 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 in law or in equity.

SECTION 7. 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.

SECTION 8. POLICY OF NON-DISCRIMINATION

ENGINEER shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. ENGINEER shall affirmatively comply with

all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on 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 Service delivery.

SECTION 9. INDEPENDENT CONTRACTOR

ENGINEER is an independent contractor under this Agreement. Services provided by ENGINEER shall be by employees of ENGINEER and subject to supervision by ENGINEER, and not as officers, employees or agents of CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of ENGINEER.

SECTION 10. ASSIGNMENT; AMENDMENTS

10.1 Neither this Agreement nor any right or obligation herein shall be assigned, transferred or otherwise encumbered, under any circumstances, by ENGINEER, without the prior written consent of CITY.

10.2 This Agreement constitutes the entire agreement between ENGINEER and CITY and all negotiations and oral understandings between the parties are merged herein.

10.3 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 11. INDEMNIFICATION/HOLD HARMLESS

11.1 ENGINEER shall indemnify and hold harmless CITY, its officers and employees, from 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 ENGINEER and other persons employed or utilized by the ENGINEER in the performance of this Agreement.

11.2 ENGINEER acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 12 herein with regard to insurance. This indemnity is not in any way limited by the amounts of insurance coverage required or held.

11.3 Nothing in this Agreement shall be deemed or treated as a waiver by the CITY of any immunity to which it is entitled by law, including but not limited to the CITY's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 12. INSURANCE

12.1 ENGINEER shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts as may be necessary to protect its interests and the interests of CITY against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to CITY, its officials, employees and volunteers. Any insurance maintained by CITY shall be in excess of ENGINEER'S insurance and shall not contribute to ENGINEER'S insurance.

- A. Professional Liability. ENGINEER shall furnish professional liability insurance coverage in an amount not less than \$2,000,000 with a deductible of \$100,000, per claim. ENGINEER shall be responsible for maintaining this professional liability insurance for a minimum of three years from the date of completion of the Project. Upon request of CITY, ENGINEER shall make available for inspection copies of any claims filed or made against the policy during the policy term. ENGINEER shall additionally notify CITY, in writing, within 30 calendar days of any claims filed or made against this policy in excess of \$100,000 during the policy term.
- B. General Liability. ENGINEER shall maintain coverage in the amount of \$2,000,000, which coverage shall include comprehensive, premises-operations, contractual liability, personal injury, products/completed operations, broad form property damage, independent contractors and cross liability and severability of interest clause.
- C. Workers Compensation. ENGINEER shall carry Workers Compensation Insurance at all times during this Agreement which at a minimum shall be at the statutory amount.

12.2 Certificate of Insurance. Prior to the execution of this Agreement, ENGINEER shall provide to CITY and to CITY'S Office of Risk Management, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required herein. CITY reserves the right to require ENGINEER to provide a certified copy of such policies upon written request by CITY. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance or policies shall be furnished 30 calendar days prior to the date of their expiration. Each policy certificate shall be endorsed with a provision that not less than 30 calendar days' written notice shall be provided to CITY before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the CITY Manager. Required endorsements shall specifically refer to the Certificates of Insurance to which they apply as well as this Project. The Certificates of Insurance shall not be accepted by the City unless the Certificates list the CITY as an additional insured and contain all required endorsements.

12.3 ENGINEER shall be fully responsible to CITY for all errors and omissions of any Subconsultants. Subconsultants shall have appropriate general liability,

professional liability, and workers' compensation insurance, or be covered by ENGINEER's insurance. ENGINEER shall furnish CITY with appropriate proof of insurance and releases from all Subconsultants in connection with the Work performed.

12.4 All insurance companies providing coverage shall be rated not less than "A VII" per Best's Key Rating Guide and be licensed to do business in Florida. City shall be named as an additional insured on general liability coverage. All policies, except professional liability, shall be Occurrence Made, not Claims Made, forms. The Engineer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

SECTION 13. REPRESENTATIVE OF CITY AND CONSULTANT

It is recognized that questions in the day-to-day conduct of this Agreement will arise. The CITY designates the CITY Manager, or designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. ENGINEER designates Jose Caraballo as the representative of ENGINEER to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

SECTION 14. COSTS AND ATTORNEY'S FEES

Should CITY successfully bring any manner of legal action against ENGINEER, or successfully defend against any suit brought by ENGINEER arising out of or in connection with this Agreement, ENGINEER agrees to pay all reasonable attorney's fees as well as costs incurred by CITY in bringing or defending such an action, through and including all appeals. Should ENGINEER prevail in such a case, CITY agrees to pay all reasonable attorney's fees as well as costs incurred by ENGINEER in bringing or defending such an action, through and including all appeals.

SECTION 15. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, 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 ENGINEER:

CES Consultants, Inc.
Attn: Luciano Perera
Vice President
14361 Commerce Way, Suite 103
Miami Lakes, Florida 33016
Telephone: 305-827-2220
Facsimile: 305-827-1121

FOR CITY:

Kathleen Woods-Richardson
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3304
Facsimile: (954) 602-3522

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
200 E. Broward Blvd., Suite 1900
Ft. Lauderdale, Florida 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

SECTION 16. CONFLICT-OF-INTEREST

16.1 To avoid any conflicts of interest, or any appearance thereof, during the term of this Agreement, ENGINEER agrees that it will not represent any private sector individuals or entities (including, by example and not limitation, developers, corporations, and real estate investors) in Miramar, Florida, without notifying the CITY of the services to be performed for such individual or entity. If after such notification the CITY reasonably determines that a material conflict exists, ENGINEER will not perform such conflicting work. The conditions and requirements of this paragraph will also apply to any Subconsultants utilized by ENGINEER in completion of the Work.

16.2 ENGINEER covenants that no person under its employ who does or will exercise any functions or responsibilities on behalf of the CITY in connection with this Agreement has any personal financial interest, direct or indirect, with contractors, Subconsultants or vendors providing professional services on projects assigned to ENGINEER, except as fully disclosed and approved by CITY. ENGINEER 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 ENGINEER or its employees must be disclosed in writing to CITY.

SECTION 17. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of a Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida.

SECTION 18. ACCESS AND AUDITS; PUBLIC RECORDS

ENGINEER shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Work outlined in this Agreement for at least four years after completion of this Agreement. CITY reserves the right to audit the records of the ENGINEER related to the Services performed at any time during the execution of the Services and for a period of four years after final payment for such Services is made.

ENGINEER 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. ENGINEER agrees to maintain public records in ENGINEER'S possession or control in connection with ENGINEER'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. ENGINEER shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

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. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, ENGINEER, whether finished or unfinished, shall become the property of CITY and shall be delivered by ENGINEER to the City Manager, at no cost to the CITY, within seven days of termination of this Agreement. All such records stored electronically by ENGINEER shall be delivered to the CITY in a format that is compatible with the CITY's information technology systems. Upon termination of this Agreement, ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to ENGINEER shall be withheld until all documents are received as provided herein. ENGINEER'S failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

SECTION 19. ANTI-LOBBYING

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to cancel this Agreement without liability.

SECTION 20. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

SECTION 21. HEADINGS; CONFLICT OR BREACH OF PROVISIONS; WAIVER

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. 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.

SECTION 22. WARRANTIES AND GUARANTEES

ENGINEER warrants that its services are to be performed within the limits prescribed by CITY and with the usual thoroughness and competence of ENGINEER's profession. ENGINEER shall be responsible for technically deficient designs, reports or studies due to errors and omissions directly related to the Services provided by ENGINEER pursuant to this Agreement for four years after the date of acceptance of the Services by CITY. ENGINEER shall, upon the request of CITY, promptly correct or replace all deficient Work due to errors or omissions directly related to the Services provided by ENGINEER pursuant to this Agreement at no cost to the CITY.

SECTION 23. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

23.1 The term "data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

23.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of CITY and CITY shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by ENGINEER. CITY shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

23.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country. ENGINEER hereby relinquishes or shall cause to be relinquished any and all copyrights and/or privileges to data developed or prepared under this Agreement without any additional payment to ENGINEER therefore. ENGINEER shall not include in the data any copyrighted matter unless ENGINEER obtains the written approval of the City Manager or designee and provides the City Manager or designee with written permission of the copyright owner for ENGINEER use such copyrights matter in the manner provided herein.

23.4 If this Agreement is terminated for any reason prior to completion of the Work, the CITY may, in its discretion, use any design and documents prepared hereunder for the purpose of completing the Project or for any other official purpose.

SECTION 24. COMPLIANCE WITH LAWS

ENGINEER shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the Services performed under the terms of this Agreement.

SECTION 25. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar and by ENGINEER, by and through its _____, attested to and duly authorized to execute same.

FOR CITY:

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs
City Clerk

By: _____
Kathleen Woods Richardson
City Manager

Dated: _____

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

City Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.

FOR ENGINEER:

WITNESSES:

By: _____

Print Name: _____

Print Name: Luciano Perera

Dated: _____

Print Name: _____



August 6, 2014

Mr. Ron Eyma
Project Manager
City of Miramar
13900 Pembroke Road
Miramar, Florida 33027

Re: **City of Miramar – RFQ #14-04-33**
East Miramar Re-Development Transmission and Distribution Water Main
Improvements – Phase III
Proposed Scope of Services

Dear Mr. Eyma:

CES Consultants, Inc., with the recent selection by the City, is pleased to provide engineering services for the Phase III project. Our experience with the previous design completed for the City, and the construction services we provided for the initial construction project will greatly benefit the City.

We are pleased to submit herewith our proposal for the Phase III project to include engineering services for design documents modification, bid and award, and limited construction management. The following is included with this submittal, based upon our recent meeting and discussions:

1. Scope of Services
2. Fee and Level of Effort for Tasks 1, 2, and 3
3. Preliminary Project Schedule

We look forward to continuing to offer our expertise to the City of Miramar, and if you have any questions, please contact us.

Sincerely,
CES CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'Luciano Perera', is written over the company name.

Luciano Perera
Vice President

cc: Ranthus Fouch, Project Manager

Attachments



City of Miramar
East Miramar Re-Development Transmission and Distribution Water Main Improvements
RFQ #14-04-33
Scope of Services for Design Update, Bid and Award, and Construction Management
Services for Phase III

PROJECT BACKGROUND

The City of Miramar is one of the fastest growing municipalities in Florida with a population projected to maintain a continued growth rate. This growth represents an enormous challenge to the Utilities and Public Works Departments in meeting or exceeding the infrastructure system needs to meet the growth demand.

In keeping with the challenge of upgrading and/or expanding the existing infrastructure, the City of Miramar (City) is seeking the services of CES Consultants (CES) to provide design and construction document modifications, limited bid and award services, and limited Construction Management Services (CMS) for the installation of new water pipelines within the defined East Miramar Re-development Phase III project area shown in the attached figure.

In 2008, CES completed the design for the City of approximately 71,550 lineal feet of water mains, and approximately 100 fire hydrants, however, for the proposed continuation of Phase III, the design and construction documents require review and updating since over 5 years have passed from when the design was completed. New permits for construction will also need to be obtained. The overall project limits are from Pembroke Road to the Florida Turnpike and from University Drive to SW 68th Avenue. The project area is primarily residential served by undersized water mains that have been in existence for the last 60 years. The City is proposing the construction of new 6-inch water mains, effectively increasing overall system performance, while providing better fire protection to the community. This upgrade will improve the water pressure and fire protection in the area.

In 2009, the City originally decided to undertake construction of the project in several Areas (Areas 1-A, 1-B, 2-A, 2-B, 3-A, and 3-B) due to funding constraints, and completed construction of portions of Areas 2-B and 3-A of the Phase III Program in 2013. For this construction project, CES provided limited CMS for the City where services included modification of the design documents to include only the selected portions of the Phase III project area, bid and award services and limited construction services including part-time field engineer services in support of project certification. The City is now seeking similar services of CES for completion of the remaining Areas of the Phase III project under a single construction contract.

The Phase III project, as one construction contract, includes the remaining water mains of approximately 56,950 linear feet as shown on the attached project site figure. The City is bidding and awarding the project as one construction contract, and will require the

Contractor to conduct the work in Sub-phases in accordance with City fiscal planning. The City anticipates completing the work in multiple Sub-phases over a three year period. The City has selected the first construction Sub-phase 1 of approximately 28,730 linear feet for the areas shown on the attached figure. It is anticipated that construction for this project will take approximately 44 weeks, with an overall construction services period of 52 weeks. If the City requires modification of the drawings and specifications into more than one construction contract, CES will review the necessary changes and advise the City of any cost of services changes.

PROJECT SCOPE

Task 1 – Revise Design & Drawings

1. CES will conduct a project Kick-off Meeting with designated City staff to review the project scope, review the City's roadway re-paving program with regard to the proposed water main improvements, and conduct a project site walk-through with the City to obtain input from City staff on past and future project site changes. CES will prepare meeting minutes. The City will be responsible for coordinating the prioritization and scheduling of the proposed roadway re-paving and the proposed water main work and advise CES of the City's plans. CES will conduct a site walk-through prior to the Kick-off Meeting to identify any site changes since the completion of the original water main design.
2. The City will conduct an adequate number of soft-dig utility locates in the project area to determine the unknown diameter and material of water mains in the following streets: Oleander Drive, Arcadia Drive, SW 23rd Street, SW 29th Street, and SW 68th Terrace. City will provide the information to CES for incorporation into the updated drawings. CES will coordinate with the City to determine if these water mains will remain in-place or be replaced.
3. CES will obtain a Sunshine Design Ticket and will contact identified utilities within the project area to determine if changes in utility locations have changed since the completion of the design in 2008. If any changes are identified, it is anticipated that they will be negligible in nature, particularly gas mains and cable. CES will mark-up and revise the construction drawings accordingly for any minor utility changes based upon utility record drawings provided to CES. Locational instrument survey of utilities is not contemplated.
4. Revisions to the design will include AutoCAD services for preparation of revised contract drawings into one construction contract, reviews by the City, and incorporation of City comments. Design services for this Task will generally entail modification of the original design drawings to include: project name change and title sheet updates; deletion of the Phase III "Area" notations, sketches, and references for compilation of the drawings for one construction contract; deletion from the drawings of the water main work completed in Granada, Biltmore, and Dilido Boulevards; and miscellaneous minor updates to the standard details and notes.

Deletion of the above-mentioned water mains, and if necessary those identified in Item 2 above, will be accomplished by cross-outs of the street plan views on the Phase III drawings. No new drawings, separation of drawings into multiple projects, or re-design of proposed water main locations are contemplated. Re-use of the original Phase III design drawings (May-June 2009) is planned, and no design modifications or utility updates are contemplated. Streets that have been re-paved within the project area will be identified on the drawings, where full curb-to-curb paving will be required for the water main project. Identification of any breakdown of the construction work into areas, groupings, phases or similar delineation of the scheduling of the work on the drawings is not contemplated, but will be shown as a written listing of the streets within each Sub-phase in Section 01010 – Summary of Work in the Construction Documents.

5. CES will prepare a summary engineer's opinion of probable construction costs utilizing the bid form format, and a probable construction schedule based upon the City's planned execution of construction by Sub-phase.
6. CES will prepare and submit for approval the following permits based upon a single, non-segmented, construction contract. It is contemplated that one permitting event for each agency will be provided.
 - a. Miramar Engineering Department Utility Right-of-Way Permit
 - b. Miramar Fire Rescue Department Permit
 - c. Broward County Health Department (FDEP) Water Main Construction Permit
 - d. Broward County Public Works Department Right-of-Way Permit (Miramar Parkway crossing)

The City will pay all permit fees associated with this project. This task does not include preparation of an MOT plan. The MOT plan shall be prepared by the Contractor as part of the construction permitting.

Based upon the City's intent to conduct the construction in a multiple Sub-phase approach and begin operation of each Sub-phase before completion of the entire project, it is anticipated that partial permit closure for each of the Sub-phase areas will be required by the governing agency. Services for three Sub-phase permit closure activities and a final overall project permit closure are contemplated.

7. CES will provide the City with an electronic print file for printing documents for bidding purposes. The City will provide printing for all construction documents for bidding. CES will provide printing for project progress and review meetings.
8. Updating of the project area topographic and utility survey, geotechnical investigations, and identifying new utility locations are not contemplated for the Phase III project, but if required would be provided and compensated for as additional services.

Task 2 – Revise Contract Specifications

Services for this Task include modification of the original design documents and technical specifications for use in the Phase III project to include: project name change, review and updating of technical specification sections for new standards designations and similar minor updates, revisions to the measurement and payment section, review of the document by the City, and incorporation of City comments. No new specification sections are contemplated. Re-use of the original 2009 design technical specifications is planned, and no significant modifications to the specifications is contemplated for this Phase III project. It is contemplated that the City will provide and review any new front-end sections to the bid documents, and will provide these to CES for incorporation into the bid document. CES will provide the City with an electronic PDF print file for printing bid documents for use during bidding.

Task 3 – Bid and Award Services

The Phase III project will be bid and awarded as a single construction contract, with Sub-phase areas designated by the City and provided for in the specifications in the Bid Form and project Scope of Work.

1. **Pre-Bid Meeting:** CES will attend and participate in a Pre-Bid Meeting. CES will prepare the agenda for the meeting and meeting minutes to be included in the addendum. The Pre-bid Meeting will include a discretionary site visit, and additional site meetings with potential bidders are not included in this Task.
2. **Respond to Bidder Requests for Information (RFI):** CES will respond to written Bidder RFIs during the bid period. RFIs shall be received by the City from the prospective Bidders and forwarded to CES for review.
3. **Prepare Written Addenda:** CES shall provide clarification for written Bidder inquiries and requests for information concerning technical data as directed by the City and shall prepare and submit original technical addenda to the City for distribution to bidders. This subtask assumes that no more than two (2) addenda will be prepared. City will address all other non-technical inquiries such as the bidding process, insurance, bonds, etc.
4. **Review Bids:** CES shall assist the City in reviewing the qualifications of the lowest bidder and the responsiveness of the bid and shall make a recommendation for award to the City. As part of this recommendation, CES will prepare the bid tabulation, conduct an investigation of the bid and provide a written summary of the investigation to the City.

5. **Conformed Drawings:** CES will prepare conformed drawings based upon the approved addenda, and will provide the City with the document files on a CD. The City will pay for all printing for the conformed documents and construction documents for the Contractor.

Task 4 – Limited Construction Management Services

CES will provide limited construction management services (CMS) for the complete Phase III project, serving as the Engineer-of-Record (EOR), for monitoring of construction in support of the City's full-time inspector, and as required for project certification. CMS will be provided by CES for each Sub-phase area as delineated by the City, and in accordance with each construction Sub-phase authorized by the City. The first Sub-phase 1 includes approximately 28, 730 linear feet of water main construction for which CES has provided a fee proposal herein. For the subsequent construction of the remaining two Sub-phases authorized by the City, and through completion of the Phase III project, the City will engage CES for the required CMS services, and CES will provide an estimated fee to the City for CMS services for each of the two remaining Sub-phases.

CES will perform the following tasks during the active construction period as defined below for either the overall Phase III project or for each sub-phase of construction, respectively.

1. **Pre-Construction Meeting:** CES will conduct one project-wide pre-construction meeting, and will prepare and distribute necessary documents (agenda, sign-in sheet, meeting minutes). CES will also review with the City designated Inspector the drawings and specifications, City daily inspection schedules, and inspector reporting documentation protocols and coordination with the CES EOR for project certification requirements, and change control procedures.

It is anticipated that for each of the two remaining construction Sub-phases at the initiation of work by the Contractor, an informal Sub-phase kick-off meeting will be conducted with the City, Contractor, and CES EOR.

2. **Request for Information (RFI) / Change Orders (CO):**
 - CES will provide the following same services individually for each of the three construction Sub-phase activities.
 - CES will directly receive RFIs from the City Inspector, and will log and respond to the Contractor RFIs or requests for clarification of the contract documents or design intent.
 - CES will provide limited assistance, as requested by the City, for a reasonable number of RFI responses concerning the technical specifications and drawings. City will address RFIs concerning the City's contract agreement sections. CES will interpret the meaning of the contract documents and will provide required clarifications or explanations of the design intent and requirements. RFI reviews and replies will be in writing and will be done within five (5) business days.
 - City will prepare and process the change order forms.

- CES will provide limited assistance, as requested by the City, for up to four (4) nominal change orders for processing. COs reviews and replies will be in writing and provided within five (5) business days.
- CES will provide services for an overall Phase III contract closing change order upon completion of the Phase III project.

3. Shop Drawing Review:

- CES will provide the following services only for the overall Phase III project at the beginning of construction of the first Sub-phase 1, as it is contemplated that the Contractor will have one shop drawing submittal. Services for individual construction Sub-phases are not contemplated.
- CES will receive and log the required Contractor submittals, will return the reviewed submittals to the Contractor, and provide two (2) copies to the City's Project Manager.
- CES will receive the required Contractor submittals and will review them within a reasonable period of time (maximum of 14 calendar days of receipt). CES will prepare and maintain a log of submittals to include submittal number, subject, date received, reviewer, action taken and date returned. Review is to be limited to conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences, or procedures of construction or safety program of the Contractor.

4. Construction Observation:

- CES shall provide the following construction monitoring services for each of the three construction Sub-phases under the Phase III project. CES will provide an estimated fee for the first Sub-phase 1, prior to the Bid and Award services for the Construction Contract. CES will also provide estimated fees for the subsequent two remaining construction Sub-phases at the appropriate time.
- City Staff will provide daily full-time inspections of the work, prepare daily inspection logs, photographs, and documentation. Copies of this information will be forwarded to the CES EOR, and shall be adequate for project certification and project closeout by the EOR.
- CES will provide part-time on-site observation services in support of the City's inspector, and for the purposes of certification of the project by the CES EOR. The CES inspector/engineer shall provide an average of five 3-hour site visits per two-week period throughout the construction period. The CES EOR/Project Engineer shall conduct a 4-hour site visit every two weeks. Such site visits will generally assess construction progress and general conformance of materials, installation and functionality with the contract documents, augment and serve as coordinating mechanism with the City's inspector, and also serve as the basis for project certification. The site visits will be coordinated with scheduled progress meetings when possible.
- CES will witness the piping pressure testing and will provide the required form (signed and sealed) to the City and will submit on behalf of the City to BCHD for

certification. This activity will be conducted during the abovementioned site visits.

- **CES** will witness piping disinfection and will provide the clearance report to the City and will submit on behalf of the City to BCHD. This activity will be conducted during the abovementioned site visits.
- **CES** will preside over periodic informal progress meetings and prepare and distribute agendas, sign in sheet and transcripts of proceedings to all parties. The progress meetings will typically be held bi-weekly during the abovementioned site visits.
- **CES** will attend monthly progress meetings for the duration of Sub-phase construction activities and which will typically be held during the abovementioned site visits.
- **City** will provide public notifications and involvement activities, conduct public meetings, and publish notification information. **CES** will attend one public meeting, for each Sub-phase, in support of the City, and provide limited public involvement support.

5. Substantial and Final Completion Inspections:

- **CES** shall provide the following same services for each of the three individual construction Sub-phases.
- **CES** will conduct one site inspection (pre-final) to determine if the project is substantially completed, followed by a final inspection to determine if the work has been completed in accordance with the Contract Documents. The pre-final inspection will be subsequent to the preparation of the punch list by **CES** and **City**. **CES** will modify the punch list accordingly pending the results of the pre-final inspection. Subsequent to an acceptable final inspection, **CES** will recommend, in writing, final payment to the Contractor for the Sub-phase work and give written notice to the City and Contractor that the work is acceptable subject to any expressed conditions.
- **CES** will monitor, coordinate and communicate with the Contractor as necessary to facilitate a timely completion of listed items.

6. As-built Drawings:

- **CES** will provide the following services upon completion of the entire Phase III project. Services for each sub-phase are not contemplated.
- **City** will receive As-built Drawings from the Contractor, incorporate any comments and submit them to **CES** in a timely manner (14 days). Contractor shall incorporate into the As-built Drawings all project information including approved shop drawings, onsite inspections and other knowledge regarding field changes, modifications, etc., made during the construction phase of the project.
- **CES** will review the As-built Drawings, provide comments, and return the drawings to the Contractor. Contractor shall prepare final signed and sealed As-built Drawings and submit adequate copies to the City. **CES** will submit As-built Drawings on behalf of the City to the appropriate regulatory agencies. **CES** will not be held responsible for any errors or omissions in the information from

others that are incorporated into the As-built Drawings. A sufficient number of signed and sealed As-built Drawings shall be submitted to CES in support of project certification.

7. Project Closeout:

- CES shall provide the following same services for each of the three individual construction Sub-phases.
- CES will issue a recommendation of substantial completion for each Sub-phase for the purpose of establishing the starting date for specific warranties, and to establish the date that the City will assume responsibility. Required project closeout activities (release of liens, affidavits, etc.) will be conducted under this task.
- CES will prepare the FDEP Certificate of Construction Completion forms for partial release by FDEP of each Sub-phase, provide a copy to the City, and will submit on behalf of the City to FDEP. (CES will prepare final closure of the FDEP Certificate of Construction Completion forms upon completion of the entire Phase III project.)
- CES will prepare all necessary construction and permit closeout documents.

SCHEDULE

CES's services will commence upon written authorization from the City, which will constitute Notice to Proceed (NTP). The services under Tasks 1 through 4 will be completed as shown on the attached Estimated Construction Schedule.

END OF SCOPE

REF. NO. 090506101

ABBREVIATIONS AND LEGEND

- ARROW: ALIGNED
- ARROW: CONTINUED
- ARROW: 100' - 100'
- ARROW: 50' - 50'
- ARROW: 25' - 25'
- ARROW: 10' - 10'
- ARROW: 5' - 5'
- ARROW: 2' - 2'
- ARROW: 1' - 1'
- ARROW: 0.5' - 0.5'
- ARROW: 0.25' - 0.25'
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- ARROW: 0.00000000000363797880709171295166015625' - 0.00000000000363797880709171295166015625'
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- ARROW: 0.00000000000000000000000000000004930380657631294509

Fee Breakdown Summary

8/6/2014



East Miramar Re-Development Transmission and Distribution Water Main Improvements - RFQ #14-04-33
Phase III - Design Update, Bid and Award, and Limited Construction Services

(Note: Refer to Each Task for Services Provided for Either Overall Phase III or Sub-phase 1)

Detailed Labor Breakdown, by Task

Task No.	Description of Activities	Principal	Project Manager	Project Engineer	CADD	Field Technician	Administrative Assistant	Subtotals
Task 1 Revise Design & Drawings (Complete Phase III)								
	Kick-off Meeting/Site Visit	1.0	4.0	16.0	0.0	0.0	4.0	25.0
	Utility Location Update Requests	0.0	0.0	8.0	0.0	0.0	0.0	8.0
	Revise Drawings, City Review and Comment	0.0	2.0	32.0	60.0	0.0	0.0	94.0
	EOPCC and Construction Schedule	0.0	1.0	16.0	8.0	0.0	0.0	25.0
	Permit Applications and Submittal	0.0	1.0	24.0	8.0	0.0	0.0	33.0
	Provide Electronic Copy for Bidding	0.0	0.0	1.0	2.0	0.0	0.0	3.0
	Task Totals:	1.0	8.0	97.0	78.0	0.0	4.0	188.0
Task 2 Revise Contract Specifications (Complete Phase III)								
	Revise and Update Technical Specifications	1.0	1.0	32.0	0.0	0.0	0.0	34.0
	Revise Pay Items and Measurement Payment	0.0	0.0	8.0	0.0	0.0	0.0	8.0
	Review City Front-end Documents	0.0	1.0	8.0	0.0	0.0	0.0	9.0
	City Review and Comment	0.0	0.0	4.0	0.0	0.0	0.0	4.0
	Provide Electronic Copy for Bidding	0.0	0.0	1.0	0.0	0.0	0.0	1.0
	Task Totals:	1.0	2.0	53.0	0.0	0.0	0.0	58.0
Task 3 Bid and Award Services (Complete Phase III)								
	Pre-Bid Meeting	0.0	2.0	8.0	0.0	0.0	2.0	12.0
	Respond to RFIs	0.0	0.0	12.0	0.0	0.0	2.0	14.0
	Prepare Addenda (2 Anticipated)	0.0	2.0	12.0	0.0	0.0	1.0	15.0
	Review Bids, Tabulation, Recommendation	1.0	1.0	12.0	0.0	0.0	2.0	16.0
	Prepare Conformed Drawings	0.0	1.0	4.0	8.0	0.0	1.0	14.0
	Task Totals:	1.0	6.0	48.0	8.0	0.0	8.0	71.0
Task 4 Limited Construction Management Services (Sub-Phase 1, 52 Weeks)								
	Pre-Construction Meeting (Overall Phase III, and Sub-phase 1)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Respond to RFIs (Sub-phase 1)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Change Order Reviews (Sub-phase 1)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Shop Drawing Reviews (Overall Phase III)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Construction Observation/Meetings (44 Weeks - Sub-phase 1)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Construction Observation/Meetings (EOR - 44 Weeks - Sub-phase 1)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Public Involvement Assistance (Sub-phase 1)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Substantial and Final Completion Inspections (Sub-phase 1)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	As-built Drawings Review (Overall Phase III)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Project Closeout Documentation & Permits (Sub-phase 1)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Task Totals:	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTALS		3.0	16.0	198.0	86.0	0.0	12.0	315.0



City of Miramar
East Miramar Re-Development Transmission and Distribution Water Main
Improvements – Phase III
RFQ #14-04-33

Date: June 30, 2014

ESTIMATED PROJECT SCHEDULE:

Activity No.	Activity Name	Start Date	Finish Date	Duration
1	NTP	TBD	TBD	0 Days
2	Kick-off Meeting/Site Walk-through	TBD	TBD	1 Week
3	Utility Location Updates	TBD	TBD	6 Weeks
4	Revise Plans and Specifications, EOPCC, Construction Schedule	TBD	TBD	8 Weeks
5	Submittal Review by City and Review Meeting	TBD	TBD	2 Weeks
6	Permit Applications and Approvals	TBD	TBD	6 Weeks
Construction Services for Sub-phase 1				
7	Advertise, Pre-bid Meeting, RFIs, Addenda	TBD	TBD	4 Weeks
8	Receive Bids, Review, Recommendation	TBD	TBD	1 Week
9	City Award Contract, Execute Contract	TBD	TBD	4 Weeks
10	Pre-construction Meeting, Shop Drawings	TBD	TBD	TBD
11	Construction Period - Limited Construction Management Services	TBD	TBD	TBD
12	Final Completion of Construction Inspection	TBD	TBD	TBD
13	Contractor As-Built Drawings and Close-Out	TBD	TBD	TBD
TOTAL				TBD

Client#: 1053638

CESCON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2014

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 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 USI Insurance Services, LLC, 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Company of 25682 INSURER B: Travelers Indemnity Company 25658 INSURER C: Travelers Casualty and Surety C 31194 INSURER D: XL Specialty Insurance Company 37885 INSURER E: Travelers Indemnity Co. of Amer 25666 INSURER F:
INSURED CES Consultants, Inc. 14361 Commerce Way Suite 103 Miami Lakes, FL 33016	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	6609D349718	12/06/2013	12/06/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BA7480X896	05/15/2014	05/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<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	X	X	CUP4188T205	12/06/2013	12/06/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB3756T448	07/08/2014	07/08/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			DPR9712595	12/06/2013	12/06/2014	\$5,000,000 per claim \$5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Professional Liability is written on a claims-made and reported basis.

Project Name: East Miramar Redevelopment Transportation & Distributions Water Main Improvements, Phase 3 (as approved by Resolution No. 08-96). City of Miramar is listed as an Additional Insured as respects the Commercial General Liability policy where required by a written contract prior to a loss per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Miramar, Risk Manager
 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



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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal 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;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage"

COMMERCIAL GENERAL LIABILITY occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE Provisions A. – T. and V. of this endorsement broaden coverage. Provisions U. and W. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <p>A. Broadened Named Insured</p> <p>B. Incidental Medical Malpractice</p> <p>C. Reasonable Force – Bodily Injury Or Property Damage</p> <p>D. Non-Owned Watercraft – Increased To Up To 75 feet</p> <p>E. Aircraft Chartered With Crew</p> <p>F. Extension Of Coverage – Damage To Premises Rented To You</p> <p>G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion</p> <p>H. Medical Payments Limit</p> <p>I. Increased Supplementary Payments</p> <p>J. Additional Insured – Owner, Manager Or Lessor Of Premises</p> <p>K. Additional Insured – Lessor Of Leased Equipment</p> <p>L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises</p> <p>M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations</p> | <p>N. Additional Insured – Architect, Engineer Or Surveyor</p> <p>O. Who Is An Insured – Newly Acquired Or Formed Organizations</p> <p>P. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess</p> <p>Q. Per Project General Aggregate Limit</p> <p>R. Knowledge And Notice Of Occurrence Or Offense</p> <p>S. Unintentional Omission</p> <p>T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement</p> <p>U. Amended Bodily Injury Definition</p> <p>V. Amended Insured Contract Definition – Railroad Easement</p> <p>W. Amended Property Damage Definition – Tangible Property</p> <p>X. Additional Definition – Contract or Agreement Requiring Insurance</p> |
|---|--|

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However,

coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision A. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph 1. Insuring Agreement of **COVERAGE A BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision B.:
 - a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
 - b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of **WHO IS AN INSURED (Section II)** does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The insurance provided by this Provision B. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

C. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE

The **Expected Or Intended Injury Exclusion** in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT - INCREASED TO UP TO 75 FEET

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft Exclusion** in 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:
 - (2) A watercraft you do not own that is:
 - (a) Less than 75 feet long; and
 - (b) Not being used to carry persons or property for a charge;
2. Only as respects the insurance provided by this Provision D., **WHO IS AN INSURED (Section II)** is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. The insurance provided by this Provision D. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

E. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft Exclusion** in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

Aircraft chartered with crew, including a pilot, to any insured.

2. This Provision E. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

F. EXTENSION OF COVERAGE - DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph 6. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to

any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. Paragraph a. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

5. This Provision F. does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

G. MALICIOUS PROSECUTION - EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to the **Knowing Violation Of Rights Of Another Exclusion** in 2. Exclusions of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY Endorsement**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

COMMERCIAL GENERAL LIABILITY

H. MEDICAL PAYMENTS LIMIT

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to \$10,000.

I. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B in COVERAGES (Section I)** are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

- (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply:
 - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator.

3. This Provision K. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR

1. The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision N. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

1. Paragraph 4.a. of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision O. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS

1. The last paragraph of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations.

However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Common Policy Declarations, and
 - b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.
2. This Provision P. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.
 3. The insurance provided by this Provision P. shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph 2. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage B; and
- b. Damages from "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which cannot be attributed only to operations at a single "project".

2. The following is added to **LIMITS OF INSURANCE (Section III)**:

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage A for damages and under Coverage C for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision Q.:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

S. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. **Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision S. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

U. AMENDED BODILY INJURY DEFINITION

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

V. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

c. Any easement or license agreement;

2. Subparagraph f.(1) of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

W. AMENDED PROPERTY DAMAGE DEFINITION – TANGIBLE PROPERTY

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

COMMERCIAL GENERAL LIABILITY

X. The following definition is added to SECTION V – DEFINITIONS:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury"

and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



City of Miramar
East Miramar Re-Development Transmission and Distribution Water Main
Improvements – Phase III
RFQ #14-04-33

Date: June 30, 2014

ESTIMATED PROJECT SCHEDULE:

Activity No.	Activity Name	Start Date	Finish Date	Duration
1	NTP	TBD	TBD	0 Days
2	Kick-off Meeting/Site Walk-through	TBD	TBD	1 Week
3	Utility Location Updates	TBD	TBD	6 Weeks
4	Revise Plans and Specifications, EOPCC, Construction Schedule	TBD	TBD	8 Weeks
5	Submittal Review by City and Review Meeting	TBD	TBD	2 Weeks
6	Permit Applications and Approvals	TBD	TBD	6 Weeks
Construction Services for Sub-phase 1				
7	Advertise, Pre-bid Meeting, RFIs, Addenda	TBD	TBD	4 Weeks
8	Receive Bids, Review, Recommendation	TBD	TBD	1 Week
9	City Award Contract, Execute Contract	TBD	TBD	4 Weeks
10	Pre-construction Meeting, Shop Drawings	TBD	TBD	TBD
11	Construction Period - Limited Construction Management Services	TBD	TBD	TBD
12	Final Completion of Construction Inspection	TBD	TBD	TBD
13	Contractor As-Built Drawings and Close-Out	TBD	TBD	TBD
TOTAL				TBD

Temp. Reso. No. 6265
7/26/16
9/22/16

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. 17-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AN AMENDMENT TO THE ARCHITECTURAL/ENGINEERING AGREEMENT WITH CES CONSULTANTS, INC., AND RELATED EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$259,466, FOR THE PROVISION OF CONSTRUCTION MANAGEMENT AND PUBLIC RELATIONS SERVICES FOR THE EAST MIRAMAR RE-DEVELOPMENT TRANSMISSION AND DISTRIBUTION WATER MAIN IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 5, 2014, the City Commission adopted Resolution No. 15-19, approving and authorizing the City Manager to execute an Architectural/Engineer Agreement with CES Consultants, Inc. ("Engineer"), for Design Services for the East Miramar Re-Development Transmission and Distribution Water Mains Improvements ("Project"); and

WHEREAS, on January 29, 2015, City staff issued a Notice to Proceed authorizing the Engineer to develop design, construction documents and specifications for the Project; and

WHEREAS, upon completion of pre-construction services, and as prescribed in the Agreement, City staff initiated negotiations with the Engineer for the issuance of a total construction management and public relations services for the Project; and

Reso. No. 17-14

Temp. Reso. No. 6265
7/26/16
9/22/16

WHEREAS, the City Manager recommends that the City Commission approve and authorize the execution of an amendment with CES Consultants, Inc. and approve the associated expenditure in an amount not-to-exceed \$259,466 for Construction Management and Public Relations Services, for the East Miramar Re-Development Transmission and Distribution Water Mains Improvements 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 an Amendment to the Agreement with CES Consultants, Inc., for the Construction Management and Public Relations Services, for the East Miramar Re-Development Transmission and Distribution Water Mains Improvements Project, in the amount of \$259,466.

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: That it approves the amendment to the Architectural/Engineering Agreement with CES Consultant, Inc., and the associated expenditure in an amount not-to-exceed \$259,466, for the provision of Construction Management and Public Relations

Temp. Reso. No. 6265
7/26/16
9/22/16

Services of the East Miramar Re-Development Transmission and Distribution Water Mains Improvements Project.

Section 3: That it authorizes the City Manager to execute the amendment to the Architectural/Engineer Agreement with CES Consultants, Inc., in the form attached hereto as Exhibit "A", together with any non-substantive changes as are deemed acceptable to 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.

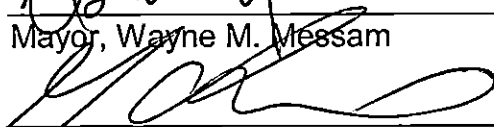
Section 5: That this Resolution shall become effective upon adoption.

Temp. Reso. No. 6265
7/26/16
9/22/16

PASSED AND ADOPTED this 19 day of October, 2016.



Mayor, Wayne M. Messam



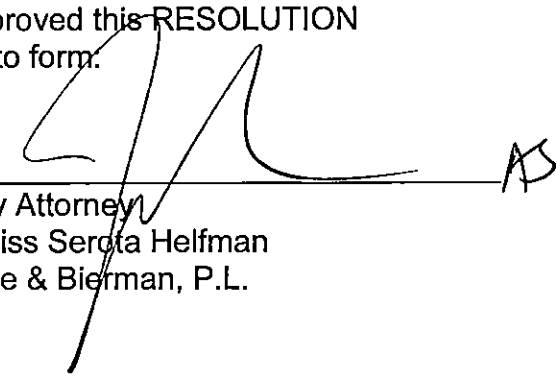
Vice Mayor, Maxwell B. Chambers

ATTEST:



City Clerk, Denise A. Gibbs

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



City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration

Commissioner Winston F. Barnes
Vice Mayor Maxwell B. Chambers
Commissioner Yvette Colbourne
Commissioner Darline B. Riggs
Mayor Wayne M. Messam

Voted

Yes
Yes
Yes
Yes
Yes

EXHIBIT "A"

CONTRACT AMENDMENT

TO

ARCHITECTURAL/ENGINEERING SERVICE AGREEMENT FOR THE EAST MIRAMAR RE-DEVELOPMENT TRANSMISSION AND DISTRIBUTION WATER MAIN IMPROVEMENTS

This Contract Amendment (the "AMENDMENT") to that certain Architectural/Engineering Agreement (the "Agreement") dated December 29, 2014, as approved by Resolution No. 15-19, is made and entered into as of this _____ day of _____, 2016, by and between THE CITY OF MIRAMAR, FLORIDA, a Florida municipal corporation (the "City"), and CES Consultants, Inc., a Florida Corporation (the "Engineer").

RECITALS:

WHEREAS, the Agreement was approved by the Miramar City Commission on November 5, 2014 by Resolution 15-19; and

WHEREAS, the Agreement includes distinct phases of engineering services by the Engineer which require separate authorization and approval by the City Commission. More specifically, the first Phase of Service consists of Design Services; and

WHEREAS, the second phase of service consists of the Construction Management and Public Relations Services which is subject to the negotiation between parties and the approval by the City Commission; and

WHEREAS, the City's Representative and the Engineer have completed their negotiations related to the construction management and public relations phase Contract Sum and Contract time for the Construction Management and Public Relations Services Phase as described in the August 3, 2016, Proposal of Scope of Service for the Construction Management and Public Relations Services along its supporting documents and attached herewith as Exhibit A; and

NOW THEREFORE, for good and valuable consideration of the mutual covenants set forth herein and in the Contract and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree to amend the Agreement as follows:

1. The parties have agreed that the proposed Construction Management and Public Relations Services Phase Contract Sum is \$259,466.72. The Proposal of Scope of Service for the "Construction Management and Public Relations Services" shall become part of and shall be incorporated into the terms of the Contract and its amendment for all purposes.

2. The parties agree that the total project duration is assumed to be twelve (12) continuous months, supporting the construction activities associated with the Historic Miramar Re-development Transmission and Distribution Fire Hydrant and Water Main Improvements Project. Construction Management and Public Relations Services are assumed to begin upon notification of award of a construction contract.

3. Upon adoption of the City Commission Resolution approving the proposed amendment, the City staff is authorized to issue a Notice to Proceed reflecting the terms approved by the City Commission for commencement of the "Construction Management and Public Relations Services".

4. Except to the extent expressly set forth herein, this Amendment does not impact, modify or abridge any term, right or obligation under the Contract or the Contract Documents. The terms used in this Amendment have the same meaning as those used in the Contract unless expressly noted otherwise herein. The sole purpose of this Amendment is to clarify already existing procedures as the parties proceed with performance under the Agreement and Contract Documents.

5. No term of this Amendment may be modified except in writing executed by all parties to this Amendment.

6. If any term of this Amendment is found by a legal forum of competent jurisdiction to be void or unenforceable, said finding shall not affect the enforceability of the remaining terms of this Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar and by ENGINEER, by and through its _____, attested to and duly authorized to execute same.

FOR CITY:

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs
City Clerk

By: _____
Kathleen Woods-Richardson
City Manager

Dated: _____

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

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

FOR ENGINEER:

WITNESSES:

By: _____

Print Name: _____

Print Name: _____

Dated: _____

Print Name: _____

State of Florida)
County of)

On this, the ____ day of _____ 2016, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by _____ (name of officer), _____ (title), of Southern Underground Industries, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Printed,
typed or stamped name of Notary Public

My Commission Expires:

EXHIBIT "A"

Date: August 3, 2016

SCOPE OF SERVICES FOR PROFESSIONAL ENGINEERING SERVICES HISTORIC MIRAMAR RE-DEVELOPMENT TRANSMISSION AND DISTRIBUTION FIRE HYDRANT AND WATER MAIN IMPROVEMENTS CONSTRUCTION MANAGEMENT AND PUBLIC RELATIONS SERVICES

GENERAL SCOPE STATEMENT

The overall scope of work for the project consists of the CES Consultants, Inc. (CES) providing construction management, public relations, and other services for the Historic Miramar Re-Development Transmission and Distribution Fire Hydrant and Water Main Improvements (Project). Design Services were provided under a previous authorization. This specific authorization is for the CES to provide Construction Management and Public Relations services for the City of Miramar Potable water system located within the Project area. Other required services will be provided under separate authorizations.

In general, the Project area is located in the City of Miramar, in the area bounded by Pembroke Road to the north, Tarpon Drive and Utopia Drive to the west, Embassy Boulevard and SW 36th Street to the south and SW 68th Avenue to the east.

Under this authorization the CES will perform the following tasks as described below and for which the cost is quantified in the attached project budget. Assumptions are stated below.

It is assumed that the contractor will execute the work based on the phases provided in the specifications. It is assumed that the Contractor may have more than one crew working at any given time during the construction phase of the project.

SECTION 1: TASKS

Task 1 Project Management

CES shall manage the project and communicate status and other key issues with the CITY. Project Administration tasks include the following:

- 1.1 Status Reports: CES will prepare and submit monthly status reports to advise the CITY on the progress of the Project. These status reports will be provided as part of the invoicing for this project.
- 1.2 Manage Project Activities: CES will monitor the project resources and activities, including Subconsultants, to achieve the schedule and budget goals of the Project.

Task 2 Meetings

CES shall prepare for and attend meetings as indicated for each task. Note that routine weekly field meetings during construction are budgeted in Task 3 Services During Construction.

Task 3 Services During Construction

CES will perform the following services and/or work

3.1 Construction Engineering and Inspection

A. Preliminary Matters and Preconstruction Meeting:

1. Conduct a pre-construction meeting with the client and contractor.
2. Prepare agenda, conduct and attend pre-construction meeting, distribute minutes.
3. Assist contractor with coordination of utility companies.

B. Construction Progress Meetings: Prepare agendas, conduct meetings, prepare and distribute meeting minutes, and action items list. These materials will be prepared and distributed for the progress meetings.

C. Shop Drawing Review

1. Receive and log shop drawings, route to reviewers, compile review comments and redistribute shop drawings to contractor, forward approved shop drawings to field offices and City.

D. Construction Observation

1. Provide a Resident Project Representative (RPR) for the duration of construction and start-up. Scope is based on providing a full-time RPR (40 hours per week) through substantial completion (7 months), and part-time RPR services (20 hours per week) for the last two 2 months of the project through final completion.
2. CES's RPR will coordinate all field testing with the City and contractor, which includes density, concrete strength, and other testing as needed, to document the materials provided conform to the contract technical specifications.
3. CES's Project Engineer will conduct one (1) site visit weekly to coordinate with the RPR, Contractor, and City, and to address issues that arise during construction.

E. Prepare RFI/RPC/Change Order Documentation

1. Prepare written response to Contractor and City initiated Requests for Information (RFI) and Log all RFIs.
2. Prepare written Request for Proposed Change (RPC) and review supporting documents and quotations provided by the Contractor.
3. Compile RPCs into formal Change Orders for execution by City.

F. Review Contractor's Applications for Payment

1. Prepare master spreadsheet for tracking payments to Contractor.
2. At time of monthly progress meetings, review Contractor's draft application for payment, check quantities and verify completed work, check Contractor's calculations and totals. Provide recommendation for payment.

G. Record Drawings and O&M Manuals

1. Review contractor's master as-built drawing set monthly for completeness and accuracy based on the work observed. Notify Contractor in writing of deficiencies.
2. At project milestones and substantial completion, conduct review meeting with Contractor and City staff to review Contractor's as-built drawings for completeness based on observed work, field directives, RFIs, RPCs, and Change Orders to the contract.
3. Note location of underground piping and utilities identified by Contractor during construction and confirm that this information is documented on Contractor's as-built drawings.
4. Incorporate the Contractor's master as-built electronic drawings into a set of record drawings for project certification.

H. Completed Work Observations

1. Determine status of substantial completion, and provide written certificate of substantial completion for portions of the project that are determined to be substantially complete.
2. Prepare corrective-action and deficiencies list at stages of substantial completion for items to be corrected prior to final completion.
3. Prepare certificates of substantial and final completion.

- I. Construction Meetings: A construction duration of twelve (12) months is assumed. Includes: One (1) pre-construction meeting, twenty (20) construction progress meetings, one (1)

substantial completion meeting, and one (1) final completion meeting. All stakeholders are expected to participate in each meeting.

Task 4 Public Information and Outreach

4.1 Public Information and Outreach

The Public Information and Outreach effort will include a variety of initiatives designed to keep residents, property owners and businesses informed about the construction phase of the project. The following specific tasks will be performed:

1. Develop Collateral Materials

1. Provide residents with current information about the project and the schedule for construction prior to commencement of construction
2. Distribute door hangers with schedules and reminders about property owner's responsibilities

Develop and Utilize Multiple Tools to Keep Residents Informed

1. Maintain an email box for two way communication with residents. An e-mail address will be provided to the City prior to commencement of work.
2. Use social media (Facebook and blog) in accordance with City policies to expedite sharing information.
3. Establish and utilize a dedicated telephone project phone line to receive calls from residents.
4. Attend neighborhood, stakeholder and civic organization meeting as needed.

2. On-site / Fieldwork

1. Record all contact with residents and property owners.
2. Maintain contact with property owner.
3. Weekly onsite field visits.
4. Document concerns, complaints and issues presented about the project and construction.
5. Perform onsite documentation of selected properties prior to the commencement of construction and after construction is completed, based on City direction.
6. Manage the public information Hot Line (954) 764-xxxxx
 - a. Receive, record and respond to all incoming calls (concerns, complaints and issues) from callers
 - b. Respond/resolve all calls within 48 hours. "First Call Response" is the objective for each call. For each call an attempt will be made to resolve or facilitate a response at the initial point of contact
 - c. Record each call, make field visits to the property when necessary, and photograph property conditions

3. Public Relations: Assist the City staff with the development and distribution of informational materials to provide the public, staff, and policy makers with consistent updated information about the project.

1. Provide City staff with an updated project Fact Sheet on a monthly basis. This fact sheet will be used by staff when providing updates to the City Manager, the public, the press and other media outlets
 - a. Prepare articles for community, civic and homeowner association newsletters to keep community residents informed about the project status
2. Distribute project mailings, and collateral materials related to the construction phase of the project. These materials should be provided by the City or as a direct reimbursement to CES with receipts.
4. Documentation: Provide comprehensive monthly public outreach and information activity reports
 1. Create and maintain a separate file for each property owner that calls in with a complaint, concern, etc. Each file will be complete with a photo of the subject property and documentation of any encounter with the property owner
 2. Report daily activity and participate in bi-weekly team meeting

Deliverables

CES will provide the following deliverables to the CITY:

1. Services During Construction:

1.1 Construction Engineering and Inspection Services

- A. An agenda and meeting minutes will be provided for the pre-construction meeting.
- B. Agendas and meeting minutes will be provided for the construction progress meetings. Meeting minutes will also be provided for the construction progress teleconferences.
- C. Six copies of reviewed shop drawings will be provided.
- D. Three copies of the RPR's field notes will be provided weekly.
- E. Three copies of the written responses to RFIs will be provided. Three copies of RPCs will be provided. Three copies of Change Orders will be provided.
- F. Signed copies of approved pay applications will be provided.
- G. Three sets of record drawings will be provided. Additionally, an electronic copy of the record drawings will be provided.
- H. Three copies of completed work observation materials will be provided.

- A. Deliverables for public information and outreach activities will be provided as described in Section 2 Task 4.

SECTION 3: PERIOD OF SERVICE

This scope of work anticipates on CES being issued one Notice to Proceed (NTP) authorizing provision of construction services. The total project duration is assumed to be twelve (12) continuous months. Construction services are assumed to begin upon notification of award of a construction contract and conclude ten (10) months thereafter.

SECTION 4: COMPENSATION

CES shall be paid in accordance with the Agreement. A labor budget showing the estimated number of hours and associated fee for the tasks described within the Scope of Services and subconsultant fees is presented as Exhibit I. These budget estimates were used to determine the proposed not-to-exceed lump sum fee of \$259,466.72.

TASK (as defined in the preceding scope of work)	Cost
1. Project Management	\$7,297.80
2. Meetings	5,838.24
3. Construction Services	\$199,639.88
4. Public Relations	\$46,690.80
Total	\$259,466.72

Certificate of Filing for a Resolution

CERTIFICATE OF FILING

I, Denise A. Gibbs, as City Clerk of the City of Miramar, a Florida Municipal Corporation, hereby certify that this fully executed Resolution No. 17-14 was filed in the records of the City Clerk this 2nd day of November, 2016.

A handwritten signature in black ink, appearing to read "Denise A. Gibbs", written over a horizontal line.

Print Name: Denise A. Gibbs

Print Title: City Clerk