

PI410U05

CITY OF HALLANDALE  
Contract File Maintenance

8/27/09  
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Contract Number . . . . . HAZEN&SAW  
Vendor Number . . 0000962 or Name . . HAZEN & SAWYER P.C.  
Description . . . RFP FY #2007-2008-004 CONT SVCS CMD # 003-08  
Effective Date. . 080309 Expiration Date. . 080314

Type options, Press Enter.

2=Change 4=Delete

F3=Exit

F6=Add item

F12=Cancel

**CITY OF HALLANDALE BEACH, FLORIDA**  
**MEMORANDUM**

**DATE:** August 25, 2009  
**TO:** Bill Brant, Utilities & Engineering Director  
**FROM:** Andrea Lues, General Services Director   
**SUBJECT:** **CMD # 003-08 Continuing Services Agreement RFP FY # 2007-2008-004 – Hazen & Sawyer, P.C.**

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Attached find an original fully executed agreement for above stated subject.

Please distribute copies of the agreement as necessary.

The agreement will be scanned into Optiview under vendor # 962. If your staff requires help in accessing contracts through Optiview please contact I.T to install the program and Shari Canada for all other options.

Cc: Beatriz Alvarez, Engineer I, copy of memo only

AL/al

Attachments

**AGREEMENT**

**Between**

**CITY of HALLANDALE BEACH, FLORIDA**

**and**

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

**for**

**TRANSPORTATION PLANNING AND ENGINEERING, TRAFFIC  
STUDIES, UTILITIES,  
ROADWAYS, GEOTECHNICAL CONSULTING AND TESTING  
SERVICES**

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

and HAZEN AND SAWYER, P.C., hereinafter referred to as  
CONSULTANT,

WHEREAS the City released RFP FY 2007-2008-004 Continuing Services and Comprehensive Services to obtain the services of qualified firms for Continuing Services; Comprehensive Plan and other related services; Architectural/Engineering & Landscape Architectural Services;

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

**ARTICLE 1**  
**TERM**

1.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end three (3) years after execution; provided, however, if the term of this Agreement extends beyond a single fiscal year of CITY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

The City may renew the contract for an additional two (2) year period, subject to CONSULTANT acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

1.2 The duties, obligations, and responsibilities of CONSULTANT required by this Agreement shall be completed no later than as mutually agreed upon between the CITY and the CONSULTANT.

**ARTICLE 2**  
**SCOPE OF SERVICES TO BE PROVIDED TO THE CITY**

The CITY may employ the CONSULTANT to provide:

**2.1. PLANNING AND CONSULTING ENGINEERING SERVICES**

The following services will be included in Planning and Consulting Services if requested by the City.

- a. Attend Commission and other meetings.
- b. Review and/or investigate specific problems and prepare written or verbal reports.
- c. Prepare reports, updates, feasibility studies, traffic impact, water/sewer impact, roadway design and impact analysis population and housing projections and other studies for specific projects as may be required by City.
- d. Review building and site development requirements, development plans submitted to City for approval and submit comments and review to City.
- e. Perform planning services as may be requested.
- f. Concurrency review for various planning elements.
- g. Determine provisions for utilities, storm water retention and disposal, and parking requirements as may be applicable to public construction projects.
- h. Test borings and soil and earthwork analysis.

**2.2 DESIGN ENGINEERING SERVICES:**

The following Design Engineering Services may be provided for construction projects authorized by the City:

- a. Preparation of detailed plans and specifications, including all forms necessary for

- receiving competitive proposals.
- b. Preparation of permit applications; processing of permit applications.
- c. Preparation of cost or budget estimates for construction of public construction projects, including preparation of detailed estimates of quantities and a complete analysis of estimated costs for construction.
- d. Assistance in obtaining bids, compilation and analysis of proposals received.
- e. Assistance in awarding contracts.

### **2.3 SERVICES DURING CONSTRUCTION:**

The following services may be provided during Construction by firm's office personnel for projects for which the same firm prepared plans and specifications, when authorized by the City:

- a. Review of shop and working drawings submitted by contractors for substantial conformity with the intent of the contract plans and specifications.
- b. Consultation during construction and interpretation of the plans and specifications.
- c. Review of construction progress estimates and recommendations for progress and final payments to contractors.
- d. Assistance in final inspection and testing.
- e. Correction of plans to show "as-built" conditions.
- f. Processing and reviewing change orders.
- g. General occasional inspections by supervisory office personnel at the site of the work, on projects designed by firm, to assure general contractor compliance with construction contracts.

### **2.4 ADMINISTRATION OF CONSTRUCTION CONTRACTS:**

The following services may be included in Administration of Construction Contracts if requested by City:

- a. Meetings and negotiations with contractors involving changes in the extent or amount of contracts.

- b. Additional work resulting from the delinquency or insolvency of one or more of the contractors; or as a result of damage to the construction project caused by acts of God, such as fire, flood, or hurricane.
- c. Additional work resulting from strikes, walkouts, or other acts of trade or labor unions.
- d. Submittal of necessary contractor and construction data to funding or review agencies.

## **2.5 FIELD ENGINEERING SERVICES:**

The following Field Engineering Services may be provided if requested by City:

- a. Mill and shop inspection of manufactured and fabricated items.
- b. Detailed field inspection during construction when resident inspection is not authorized. Such inspections to assure contractor compliance with construction drawings and specifications when full time resident inspection is unwarranted or unauthorized.
- c. Inspection reports to other agencies as required on projects receiving financial aid from outside sources.

## **2.6 OUTSIDE SERVICES:**

The following Outside Services may be provided if requested by City:

- a. Laboratory work (compaction tests, concrete tests, etc).
- b. Aerial photographs or other specialized surveys.
- c. Field surveys to locate property boundaries and existing physical features, and to develop detailed topography and profile data as required for design of any proposed facilities.
- d. Construction staking.
- e. Traffic data collection services.

## **2.7 QUANTITY OF SERVICES**

No promise or guarantee is expressed or implied as to the total quantity of services to be procured by the CITY.

## **ARTICLE 3** **SELECTION OF FIRM**

No guarantee is expressed or implied as to the amount and total number of the individual project agreements provided to the CONSULTANT. The best suited firm within the required discipline, as determined by the City for a particular task or project, shall be selected.

## **ARTICLE 4** **PERSONNEL**

### **4.1 Competence of Staff.**

CONSULTANT shall designate certain key personnel to be assigned specifically to the performance of a Project (such as supervisors, project coordinator, party chief, etc.). The CITY shall have the right to specify those key project personnel for whom the CONSULTANT shall not be allowed to substitute other personnel without prior written permission of the CITY.

In the event that any of CONSULTANT's employee is found to be unacceptable to the CITY, including, but not limited to, demonstration that he or she is not qualified, the CITY shall notify the CONSULTANT in writing of such fact and the CONSULTANT shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

**ARTICLE 5**  
**CONSULTANT'S RESPONSIBILITIES**

CONSULTANT shall have full responsibility for existing underground utilities, facilities and/or conditions shown as part of Construction Plans prepared in accordance with the Proposal documents or on the as-builts, including reviewing and checking such information and data, verifying the locations of all underground utilities shown or indicated as part of Construction Plans prepared in accordance with the Proposal documents or as built; coordination of the work with owners of underground facilities during the progress of the work pursuant to Construction Plans prepared in accordance with the Proposal, and safety and protection thereof during the verification process phase of the engineering design, the cost of which shall be deemed included in the amount set forth within the Proposal. The CONSULTANT shall be responsible and shall bear the cost of any redesign required as a result of conflicting utilities as well as the costs associated with relative construction delays and CITY liquidated damages, occurring due to CONSULTANT'S negligence.

If an underground utility, facility or condition is uncovered or revealed at or contiguous to the site which was not shown on the plan documents and/or the as—builts or is in a different location than was shown on the plan documents and/or the as-builts, and the CONSULTANT could not reasonably have been expected to be aware of this inconsistency in documents and as-builts, CONSULTANT shall, promptly after becoming aware and before performing any work affected, notify the CITY. CITY'S representative shall promptly review the underground facility, utility or condition to determine the extent to which the plan documents and/or the as-builts showed the underground utility, facility or condition. If the CITY agrees that the CONSULTANT could not reasonably be expected to have been aware of the underground utility, facility or condition in question, the necessary changes will be issued.

**ARTICLE 6**  
**SUBCONTRACTORS**

Any Subcontractors CONSULTANT intends to use in connection with a Project Specific as a result of this Agreement must be approved by the CITY in writing prior to delivery of the services. Price schedules for Subcontractors shall be made a part of each Proposal and shall remain firm for the term of the specific Proposal unless otherwise agreed in writing by the CITY and the CONSULTANT.

**ARTICLE 7**  
**ISSUANCE OF PURCHASE ORDER**

The CITY will issue Purchase Order(s) as and when required. The CITY has the right to determine those projects for which it chooses to retain CONSULTANT.

**ARTICLE 8**  
**NOTICE OF MEETING**

CONSULTANT agrees to meet with CITY at reasonable times and with reasonable notice which notice shall include the time and scope of the meeting.

**ARTICLE 9**  
**NONEXCLUSIVE AGREEMENT**

It is understood by the parties hereto that the CITY may, at any time, in its sole discretion during the term of this Agreement, procure the services of consultants other than the CONSULTANT for any services within the scope of this Agreement.

**ARTICLE 10**  
**COMMENCEMENT OF WORK AND TIME TO COMPLETE**

The Agreement shall take effect upon execution by both parties. The authorized work as described in the Proposal will commence immediately upon receipt of Purchase Order issued by the CITY.

**ARTICLE 11**  
**OWNER FURNISHED SERVICES**

It is understood and agreed that CITY will furnish:

- a. The reasonable services of its officials and staff to assist CONSULTANT in obtaining background information to perform its duties.
- b. To assist CONSULTANT in proper and timely performance of its duties, reasonable access to existing records of CITY, where available, including, but not limited to, previous reports, development plans, construction information and “as—builts”.
- c. CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development which affects the scope or timing of CONSULTANT'S services or any defect in the work of the CONSULTANT.

**ARTICLE 12**  
**PURCHASE ORDER**

The Purchase Order issued by the CITY shall reference and incorporate the terms, conditions and costs negotiated by CITY and CONSULTANT. The Proposal contain the following information and requirements:

- a. A description of the work to be undertaken with reference to the appropriate paragraphs of this Agreement pursuant to which performance of the work is undertaken as agreed to by CITY and CONSULTANT.
- b. A budget, as agreed to by CITY and CONSULTANT, establishing the amount of the cost of the work, which amount shall include the direct costs as set forth below and which amount shall not be exceeded without an approved Amendment executed by the CITY and the CONSULTANT.
- c. A time established for completion of the work or services undertaken by CONSULTANT, as agreed to by CITY and CONSULTANT. Time to complete will be determined based upon the scope and complexity of the assigned work. The time for completion under each project may be extended due to delays beyond the control of and through no fault or negligence of the CONSULTANT. Such delays shall include, but not be limited to, acts or neglect by separate consultants employed by the CITY, fires, floods, labor disputes, abnormal weather conditions or acts of God.
- d. Any other additional instructions or provisions relating to the work authorized pursuant to this Agreement, as agreed to by CITY and CONSULTANT. Specifically, the number of copies of reports, specifications and drawings to be furnished is to be included within the Proposal.
- e. Any changes to the terms of the Proposal shall be contained in a written form, executed by the CITY and the CONSULTANT, with the same formality and of equal dignity.
- f. Any situation occurring that necessitates immediate action on the part of the CITY or CONSULTANT to eliminate danger to the public safety; to prevent unnecessary or incorrect work; to authorize work that must be done in a logical sequence; or to

eliminate a delay that may significantly increase the cost shall be authorized by means of a Change Order to the Purchase Order. All emergency Change Orders must be approved by the City Manager or designee.

g. In the event satisfactory adjustment cannot be reached for any item requiring a Change Order, the CITY reserves the right to terminate the Purchase Order as it applies to the items in question and make such arrangements as may be deemed necessary to complete the work.

h. If the CONSULTANT believes there is a basis for requesting a Change Order, CONSULTANT shall submit the request in writing to the City Manager or designee with complete details concerning the changes proposed, the price and time of performance changes involved, with justification.

### **ARTICLE 13**

### **COMPENSATION AND METHOD OF PAYMENT**

#### **13.1 COMPENSATION:**

The CITY agrees to pay CONSULTANT as compensation for its services provided under the terms of this Agreement amounts calculated and negotiated in accordance with the Proposal for each Project.

13.2.1 The fee for services rendered by CONSULTANT shall be based upon a defined scope of services and estimate of hours required to complete the assigned tasks based on project specific requirements and will be based on the CONSULTANT'S billing schedule provided at the time of project specific negotiations.

13.2.2 There will not be any fees charged to CITY by CONSULTANT for travel, per diem, or subsistence expenses, or travel time for personnel based outside of Broward County, Palm Beach County, or Dade County, Florida, unless specifically authorized in writing in advance by CITY.

13.2.3 All required copies of reports, specifications and full-scale drawings and specifications with reduced drawings bound therein will be furnished at actual cost.

13.2.4 Direct nonsalaried expenses attributable to work under this Agreement, such as (1) identifiable expenses, (2) living and traveling expenses of employees when away from office on business connected with work under this contract. (NOTE: Travel & living expenses to be in accordance with City Travel Expense Policy), (3) identifiable drafting and stenographic supplies and expenses, and (4) identifiable reproduction costs applicable to the work, will be charged at actual cost.

### **13.2 METHOD OF BILLING AND PAYMENT**

13.3.1 Payment shall be due within 45 days after date of monthly invoice, provided the invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY.

13.3.2 Invoices shall be submitted on a monthly basis or as otherwise agreed by the CITY and CONSULTANT.

13.3.3 The Proposal shall be referenced identified on the invoice. The nature of the work performed including job functions shall be provided. A listing of hourly rates certified by CONSULTANT for the personnel working on the Project shall be included. A detailed statement of expenses shall accompany any request for payment. Expenses shall be documented by copies of paid receipts, checks or other evidence of payment.

**13.3 PLACE OF PAYMENT:**

Payment shall be made to CONSULTANT at: Hazen and Sawyer, P.C.  
4000 Hollywood Boulevard  
Suite: 750 North Tower  
Hollywood, Florida 33021

**ARTICLE 14**

**TERMINATION OR ABANDONMENT**

If any portion of the work is terminated or abandoned by CITY then the provision of this Agreement in regard to compensation and payment shall apply with respect to work undertaken and completed. If said termination occurs prior to completion of any phase of any project, the fee for services performed during such phase shall be based upon mutually agreed estimate of the portion of such work completed prior to said termination. If mutual agreement cannot be reached, the dispute will be submitted to the American Arbitration Association for arbitration.

**ARTICLE 15**  
**RIGHT TO DECLINE WORK**

CONSULTANT reserves the right to decline any request by the CITY to perform work. The CITY shall be advised as to the reasons for such action including inability to adhere to time schedule based on other work, inability to provide necessary key personnel, and other applicable information.

**ARTICLE 16**  
**INDEMNIFICATION**

PD [Signature]  
SEE A [Signature]

~~CONSULTANT shall at all times hereafter indemnify, hold harmless and, at the CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CITY or CONSULTANT, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONSULTANT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by CITY Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the CITY Attorney, any sums due CONSULTANT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.~~

MPA  
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CONSULTANT shall indemnify and hold harmless the CITY and its officers, appointed officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners, principals or sub-CONSULTANTS.

CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, appointed officers, employees, agents and instrumentalities as herein provided. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

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GENERAL SERVICES DEPT.  
HALLMARK DIVISION

## ARTICLE 17

### PROFESSIONAL SERVICES AGREEMENT INSURANCE REQUIREMENTS

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

**Professional Liability:** Respondent agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$1,000,000 Per Claim, \$1,000,000 Annual Aggregate,** or a **\$1,000,000 Combined Single Limit.** When a self-insured retention (SIR) or deductible exceeds **\$25,000,** the City reserves the right, but not the obligation, to review and request a copy of the Respondent's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Respondent agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Respondent agrees to purchase a SERP with a minimum reporting period not less than **two (2) years.** The requirement to purchase a SERP shall not relieve Respondent of the obligation to provide replacement coverage.

**Waiver of Subrogation:** Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically

prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance:** Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum of thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

City of Hallandale Beach  
Attn: Risk Management Department  
400 S. Federal Highway  
Hallandale Beach, FL 33009

**Right to Revise or Reject:** City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operate legally.

## **ARTICLE 18** **COMPENSATION**

18.1 CITY agrees to pay CONSULTANT the total amount of Dollars to be at the time of project specific negotiations for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONSULTANT as full compensation for all such work. It is acknowledged and agreed by CONSULTANT that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONSULTANT for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONSULTANT's obligation to perform all items of work required by or which can be

reasonably inferred from the Proposal scope of services. No amount shall be paid to CONSULTANT to reimburse its expenses.

## 18.2 **METHOD OF BILLING AND PAYMENT**

Payments shall be made at the CONSULTANT unit prices or lump sum prices applicable to each integral part of the negotiated Proposal. These prices shall be full compensation for all costs associated with completion of all work in full conformity with the requirements as stated or shown, or both.

Invoices will be forwarded to: Richard M. Labinsky, P.E. City Engineer at 630 NW 2<sup>nd</sup> St. Hallandale beach, Florida 33009 or to Richard Canonne, Director, Development Services at 400 South Federal Highway, Hallandale Beach, Florida 33009.

Payment will be made within forty-five (45) days after receipt of invoice by appropriate City staff as stipulated above.

Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

Payment shall be made to CONSULTANT at:

Hazen and Sawyer, P.C.  
4000 Hollywood Boulevard  
Suite: 750 North Tower  
Hollywood, Florida 33021

## ARTICLE 19

### TERMINATION

19.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

19.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

19.3 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONSULTANT, for CITY's right to terminate this Agreement for convenience.

**ARTICLE 20**  
**MISCELLANEOUS**

**20.1 RIGHTS IN DOCUMENTS AND WORK**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONSULTANT grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

**20.2 AUDIT RIGHT AND RETENTION OF RECORDS**

CITY shall have the right to audit the books, records, and accounts of CONSULTANT and its subcontractors that are related to Projects. CONSULTANT and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONSULTANT and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONSULTANT and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of

three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's and its subcontractors' records, CONSULTANT and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONSULTANT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

### 20.3 **PUBLIC ENTITY CRIME ACT**

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONSULTANT, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act

defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

**20.4 INDEPENDENT CONSULTANT**

CONSULTANT is an independent CONSULTANT under this Agreement. Services provided by CONSULTANT pursuant to this Agreement shall be subject to the supervision of CONSULTANT. In providing such services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONSULTANT or CONSULTANT's agents any authority of any kind to bind CITY in any respect whatsoever.

**20.5 THIRD PARTY BENEFICIARIES**

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

**20.6 NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

D. Mike Good, City Manager  
400 South Federal Highway  
Hallandale Beach, FL 33009

FOR CONSULTANT:

Patrick A. Davis, P.E.  
Hazen and Sawyer, P.C.  
4000 Hollywood Boulevard  
Suite: 750 North Tower  
Hollywood, Florida 33021

20.7 **ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONSULTANT of this Agreement or any right or interest herein without CITY's written consent.

CONSULTANT represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

20.8 **CONFLICTS**

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event CONSULTANT is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONSULTANT agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONSULTANT.

20.9 **MATERIALITY AND WAIVER OF BREACH**

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

20.10 **COMPLIANCE WITH LAWS**

Handwritten initials 'WID' and a signature.

CONSULTANT shall comply with ~~all~~ applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

20.11 **SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

20.12 **JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

20.13 **PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 20 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 20 shall prevail and be given effect.

20.14 **JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward CITY, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

20.15 **AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONSULTANT or others delegated authority to or otherwise authorized to execute same on their behalf.

20.16 **PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

20.17 **PAYABLE INTEREST**

20.17.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONSULTANT waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

20.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 20.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

20.18 **INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.

20.19 **REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

20.20 **MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on 4th, day of February, 2009, signing by and through its City Manager, duly authorized to execute same, and HAZEN AND SAWYER, P.C., signing by and through its Vice President, (name of contractor) (title of authorized officer) duly authorized to execute same.

**CITY**

ATTEST:

CITY OF HALLANDALE BEACH

Shaw Canada

By Hydria M. Rabinovich 08/03/09  
Acting CITY Manager

CITY CLERK

Approved as to legal sufficiency and form by

CITY ATTORNEY

David Jove  
David Jove, CITY ATTORNEY

Approved as to insurance requirements

Risk Management Division

Director  
Director

CONSULTANT MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

CONSULTANT

ATTEST:

Hazen and Sawyer, P.C.

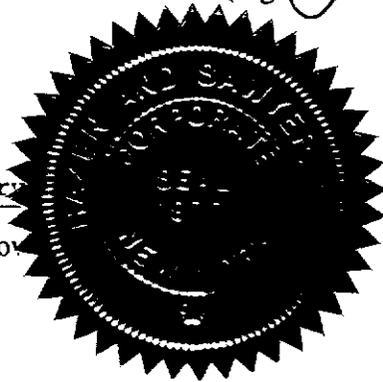
(Name of Corporation)

Patrick A. Davis  
(Secretary)

By Gary W. Bors  
Gary W. Bors, Vice President  
(Signature and Title)

(Corporate Seal)

Patrick A. Davis, Secretary  
(Type Name and Title Signed Above)



20<sup>th</sup> Day of July, 2009.

(If not incorporated sign below).

CONSULTANT

WITNESSES:

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRESIDENT OR VICE-PRESIDENT)

\_\_\_\_\_  
(PRINT NAME)

**NOTARY SEAL**

**CITY OF HALLANDALE BEACH, FLORIDA  
AGREEMENT TRANSMITTAL FORM**

1. DEPARTMENT SUBMITTING AGREEMENT AND PROJECT COORDINATOR:  
William Brant, P.E., Director of Utilities and Engineering
2. PROJECT NUMBER (IF APPLICABLE): CAD#: \_\_\_\_\_, BP# \_\_\_\_\_ CMD# 08-003
3. PURPOSE OF AGREEMENT: Include a summary statement regarding what the agreement is for, i.e., consulting services for traffic studies, computer training, beautification grants, land purchase, etc. This information must include specific data as it relates to the purpose of the contract and its impact to the City.

The City of Hallandale Beach released an RFP FY 2007-2008-004 Continuing Services and Comprehensive Services to obtain the services of qualified firms.

This agreement is a Continuing Services and Comprehensive Services Agreement between the City of Hallandale Beach and Hazen and Sawyer, P.C. for Transportation Planning and Engineering, Traffic Studies, Utilities, Roadways, Geotechnical Consulting and Testing Services.

**4. TERM OF AGREEMENT:**

FROM: Date it is fully executed by both parties  
TO: 3 Years after execution date

5. CONTRACT/AGREEMENT COST, OR ANY OTHER IMPACT TO THE CITY, INCLUDING BUT NOT LIMITED TO: IN-KIND SERVICES STAFFING REQUIREMENTS, COST SAVINGS TO THE CITY AND OTHER PERTINENT INFORMATION.

There is no cost for this agreement. This agreement just allows the City to utilize Hazen and Sawyer, P.C. as a consultant once a service is needed. At the time the City needs a service; the consultant will provide a cost for that service on which both the City and Consultant must agree on.

2009 APR 27 PM 5: 10

CITY OF  
HALLANDALE BEACH  
GENERAL SERVICES DEPT.

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REGULAR AGENDA

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. PLEDGE OF ALLEGIANCE
- 4. PRESENTATIONS AND REPORTS
  - A. Presentation of Certificates to the Student Citizens of the Month
  - B. Recognition of Joann Sampson for Achievements as a Senior Olympian
  - C. Presentation of Plaque from the Aging & Disability Resource Center of Broward County for the City Donations for the Past Five Years
  - D. Presentation of FY2008-2009 Water Savings Incentive Program Grant Award by South Florida Water Management District CAD#017/07
  - E. Discussion of Public Works Construction Projects
  - F. Presentation of the Police Department Quarterly Report
- 5. PUBLIC PARTICIPATION (to be heard at 10:15 A.M.)
- 6. PUBLIC HEARINGS (to be heard at 10:30 A.M.)
  - A. Application #08-93-09 By Forest City Enterprises Village at Gulfstream, 901 South Federal Highway, for Major Development Review Approval for Phase II (Staff: Director, Development)
- 7. CITY BUSINESS
  - A. Pursuant to Chapter 23, Section 23-105 (b), Award of Contract, Request Authorization to Award RFP #FY2007-2009-004, Continuing Services and Comprehensive Services, to Various Companies as
  - B. A Resolution of the City of Hallandale Beach, Florida, Urging the Florida Legislature to Pass Legislation in the 2009 Session Curtailing the Abuse of Prescription Drugs in the State (Staff: City
- 8. COMMISSIONER REPORTS
- 9. OTHER
- 10. PLANNING AND SCHEDULING MEETING (to be heard during lunch recess in Room 257)

REGULAR AGENDA  
CITY COMMISSION, CITY OF HALLANDALE BEACH  
WEDNESDAY, FEBRUARY 04, 2009 10:00 AM

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**CITY OF HALLANDALE BEACH**  
**MEMORANDUM**

**DATE:** January 14, 2009`  
**TO:** D. Mike Good, City Manager  
**FROM:** William Brant, P.E., Director, Public Works, Utilities & Engineering  
**SUBJECT:** Pursuant to Chapter 23, Section 23-105 (b), Award of Contract, Request Authorization to Award RFP #FY2007-2008-004, Continuing Services and Comprehensive Services CMD #003/08

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**PURPOSE:**

Request Commission approval for the City to enter into Continuing Services Agreements with firms as presented in this memorandum to provide engineering, planning, landscape architecture, urban design and related technical services for various professional services described in Florida Statutes, Chapter 287.055, Consultants Competitive Negotiations Act (CCNA).

**BACKGROUND:**

In order to meet the demands of maintaining and enhancing the City, the assistance of qualified professional services is necessary. Among the areas of expertise required are the following: architecture, environmental engineering, transportation engineering, civil engineering, surveying and land planning.

**DISCUSSION:**

The City issued a Request for Proposals (RFP) in accordance with CCNA for professional services to assist staff with a wide variety of professional services. All proposals were reviewed and evaluated by a committee of key staff members. The evaluation of the proposals considered each firm's ability to meet the scope of services and ability to perform based upon quality of professional personnel, past performance, willingness to meet time and budget requirements, and recent, current and projected workloads. Based on the evaluation, the following 31 firms were all considered to be qualified:

ACAI Associates, Inc.  
Bermello Ajamil & Partners, Inc.  
Calvin, Giordano & Associates, Inc.  
Carnahan, Proctor & Cross, Inc.  
CES Consultants, Inc.  
Chen & Associates  
Dunkelberger Engineering & Testing, Inc.  
EAC Consulting, Inc.  
Eisman & Russo  
Glatting Jackson Kercher Anglin, Inc.

Hazen & Sawyer, P.C.  
 Keith & Schnars, P.A.  
 Mactec Engineering & Consulting, Inc.  
 McMahon Transportation Engineers & Planners  
 Mellgren Planning Group  
 Metcalf & Eddy/AECOM  
 Metric Engineering  
 Michael Miller Planning Associates Inc.  
 Miller Legg  
 MWH Americas, Inc.  
 Nutting Engineers of Florida Inc.  
 Professional Service Industries, Inc (PSI)  
 QuEST Engineering Services & Testing, Inc.  
 Rhon Ernest-Jones Consulting Engineering, Inc./IBI  
 Schwebske-Shiskin & Associates, Inc.  
 Tetra Tech  
 Stephen H. Gibbs Land Surveyors, Inc.  
 Corradino Group, Inc.  
 Universal Engineering Sciences Inc.  
 URS Corporation Southern  
 Walters Zackria Associates

Each firm is capable of providing various services as outlined in this memorandum. Therefore, it is requested that staff have the ability to negotiate with the firms on an as needed basis. Selection of a firm will be based on qualifications, schedule for the firm to perform the work at a given time, and associated costs. Costs will be considered in accordance with the City's purchasing policy. Additionally, services relating to development projects shall be funded through the Cost Recovery Ordinance and paid for by the developer.

**RECOMMENDATION:**

- 1 Authorize the City Manager to negotiate and enter into Continuing Services Agreements with each of the qualified firms.
- 2 Authorize the City Manager to negotiate with one or more of the firms based on qualifications and responsiveness until the most highly qualified and responsive firm is selected for project specific contracts, based upon experience, capability, timing and comprehensive considerations.

Reviewed:

\_\_\_\_\_

D. Mike Good, City Manager

\_\_\_\_\_

Date

\_\_\_\_\_  
 Approved

\_\_\_\_\_  
 Disapproved

\_\_\_\_\_  
 Hold for Discussion

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Friday, September 5, 2008

**RFP #2007-2008-004 Cont. Services and Comprehensive Services Agreements**

1. Gibbs Lands Surveyors  
2131 Hollywood Blvd, Ste. 204  
Hollywood, FL 33020
2. Carnahan Procotor & Cross, Inc  
6101 W Atlantic Blvd., Ste. 201  
Margate, FL 33063
3. Eisman & Russo, Inc  
6455 Powers Avenue  
Jacksonville, FL 33217-2821
4. Chen & Associates  
500 W Cypress Creek Rd, Ste. 410  
Ft. Lauderdale, FL 33309-6156
5. Metcalf & Edd/Aecom  
13450 W Sunrise Blvd, Ste 200  
Sunrise, FL 33323
6. Calvin, Giordano & Associates, Inc.  
1800 Eller Drive, Ste. 600  
Ft. Lauderdale, FL 33316
7. The Mellgren Planning Group  
6555 Nova Drive, Ste. 305  
Ft. Lauderdale, FL 33317
8. PSI  
6500 NW 12<sup>th</sup> Avenue  
Ft. Lauderdale, FL 33309
9. Bermello Ajamil & Partners, Inc.  
2601 South Bayshore Drive, 10<sup>th</sup> floor  
Miami, FL 33133
10. Walters and Zackria Associates  
620 Southeast 1 Street  
Ft. Lauderdale, FL 33301
11. Dunkelberger Engineering & Testing, Inc.  
3350 NW 53<sup>rd</sup> Street, Ste.105  
Ft. Lauderdale, FL 33309

12. Michael Miller Planning Associates, Inc.  
7522 Wiles Rd, Ste. B-203  
Coral Springs, FL 33067
13. EAC Consulting, Inc.  
815 NW 57<sup>th</sup> Avenue, Ste. 402  
Miami, FL 33126
14. Glattin, Jackson, Kercher, Anglin  
222 Clematis Street, Ste. 200  
West Palm Beach, FL 33401
15. Schwebke – Shiskin & Associates  
3240 Corporate Way  
Miramar, FL 33025
16. Keith and Schnars, P.A.
17. Metric Engineering  
Metric Plaza  
13940 SW 136<sup>th</sup> Street  
Miami, FL 33186
18. The Corradino Group  
4055 NW 97<sup>th</sup> Avenue  
Miami, FL 33178
19. McManhon Associates, Inc.  
6360 NW 5<sup>th</sup> Way, Ste. 301  
Ft. Lauderdale, FL 33009
20. Hazen Sawyers, P.C.  
4000 Hollywood Blvd  
750N, North Tower  
Hollywood, FL 33021
21. Ernest – Jones Tiner/IBI Group  
12500 West Atlantic Blvd  
Coral Springs, FL 33071
22. Quest  
2737 NW 19<sup>th</sup> Street  
Pompano Beach, FL 33069
23. MACTEC Engineering and Consulting, Inc.  
3200 Town Point Drivew NW, Ste. 100  
Kenneswa, GA 30144

24. URS Corporation  
3343 W Commerical Blvd., Ste. 100  
Ft. Lauderdale, FL 33309
25. Miller Legg  
1800 N Douglas Road, Ste. 2008  
Pembroke Pines, FL 33024-3200
26. CES Consultants, Inc.
27. Nutting Engineers of Florida, Inc.  
2051 NW 112<sup>th</sup> Avenue, Ste. 126  
Miami, FL 33172
28. Universal Engineering Sciences  
1818 7<sup>th</sup> Avenue N., Unit 1  
Lake Worth, FL 33461
29. Acai Associates  
1200 N. Federal Hwy, Ste. 200  
Boca Raton, FL 33432
30. Tetra Tech  
201 East Pine Street, Ste. 100  
Orlando, FL 32801
31. CRS Max Consultants, Inc.  
3331 NW 71<sup>st</sup> Street  
Coconut Creek, FL 33073
32. MWH  
490 Sawgrass Corporate Pkwy Ste. 300  
Sunrise, FL 33325



## **REQUEST FOR PROPOSAL**

### **CONTINUING SERVICES AND COMPREHENSIVE SERVICES AGREEMENTS**

**FY2007-2008-004**

UNABLE TO SUBMIT REQUEST FOR PROPOSAL (RFP)? We sincerely hope this is not the case. If your firm cannot submit a RFP at this time, please provide the information requested in the space provided below and return:

WE \_\_\_\_\_ HAVE RECEIVED THE RFP  
COMPANY NAME

PRE-PROPOSAL MEETING IS SCHEDULED FOR THURSDAY, AUGUST 21, 2008 @ 10:00 A.M. CITY OF HALLANDALE BEACH MUNICIPAL COMPLEX, CITY HALL, 400 SOUTH FEDERAL HIGHWAY, COMMISSION CHAMBERS, HALLANDALE BEACH, FLORIDA. ATTENDANCE AT THE PRE-PROPOSAL CONFERENCE IS HIGHLY RECOMMENDED AS SOURCE OF INFORMATION BUT IS NOT MANADATORY.

RFP DUE DATE: FRIDAY, SEPTEMBER 5, 2008 AT 4:00 P.M. – RFP #FY 2007-2008-004 FOR CONTINUING SERVICES AND COMPREHENSIVE SERVICES AGREEMENTS

FAILURE TO SUBMIT RESPONSE: If you do not submit response, PLEASE return the form, "UNABLE TO SUBMIT A PROPOSAL", stating thereon and request that your name be retained on the City mailing list, otherwise, your name will be removed from the City's proposal mailing list.

WE ARE UNABLE TO RESPOND TO THE RFP AT THIS TIME DUE TO THE FOLLOWING REASONS:


COMPLETE INFORMATION BELOW:

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
P.O. BOX:	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: (    )	
EMAIL ADDRESS:	

RETURN THIS UNABLE TO SUBMIT REQUEST TO:  
CITY OF HALLANDALE BEACH  
GENERAL SERVICES DEPARTMENT  
400 SOUTH FEDERAL HIGHWAY, ROAD  
HALLANDALE BEACH, FL 33009

**CONTINUING SERVICES COMPREHENSIVE SERVICES AGREEMENTS****I. INTRODUCTION**

Pursuant to Florida Statutes, Chapter 287.055 (Consultants Competitive Negotiations Act) and Hallandale Beach City Code, 23-226 through 23-228, Design Build Procurement Method, the City of Hallandale Beach seeks to identify firms with substantial experience and capabilities to perform consulting services on an open ended (continuing services) basis.

City is soliciting proposals on behalf of the Hallandale Beach Public Works Department and Development Services Department to obtain the services of qualified firms for Continuing Services; Comprehensive Plan and other related services; Architectural/Engineering & Landscape Architectural Services.

The City shall select firms for each professional service, see Section VII. Summary of Scope Services. Firms will not be limited to one discipline. Each selected firm may enter into a multi-year contract with the City. As each project is identified, the awarded firm within the required discipline(s) will be requested to submit cost.

**II. INFORMATION**

For information pertaining to this Request for Proposals (RFP), contact Purchasing Department at (954) 457-1331 or (954)457-1332. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will be transmitted only by written addendum.

It is preferred that all questions be submitted in writing, either via fax or email. Fax questions to (954) 457-1342 or email to [General\\_Services\\_Office@hallandalebeachfl.gov](mailto:General_Services_Office@hallandalebeachfl.gov).

**ADDITIONAL BACKGROUND INFORMATION:**

The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 35,000. The City's fiscal year begins October 1<sup>st</sup> and ends September 30<sup>th</sup>.

**III. TENTATIVE SCHEDULE OF EVENTS**

The schedule of events related to this Request for Proposals shall be as follows:

RFP Document issued	August 4, 2008
RFP Advertising date	August 7, 2008
Pre-Proposal Conference	August 21, 2008
Deadline for Written Questions	August 26, 2008
Deadline for Receipt of Proposals	September 5, 2008
Evaluation of Proposals & Short-listing Completed	September 12, 2008
Presentations by Short-listed Proposers (if required)	September 24, 2008
Ranking of Firms	September 26, 2008
Final Recommendation by Committee to Commission	October 1, 2008
Anticipated Award by Commission	October 15, 2008

***All dates are tentative. City reserves the right to change scheduled dates***

**IV. INSTRUCTIONS TO PROPOSERS AND STANDARD TERMS AND CONDITIONS****1. GENERAL TERMS AND CONDITIONS:**

These General Terms and Conditions apply to all offers made to the City of Hallandale Beach by all prospective Proposers. As such the word "proposal" is used interchangeably in reference to all submitted by prospective Proposers. The City of Hallandale Beach reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer or take any other actions that may be deemed to be in the best interest of the City of Hallandale Beach.

**2. DEFINED TERMS:**

Terms used in these Instructions to Proposers are defined as follows:

- a. **"Proposer"** – one who submits a Proposal in response to a solicitation. The terms "Proposer" are used interchangeably and have the same meaning.
- b. **"Successful Proposer"** - the qualified, responsible and responsive Proposer to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.
- c. **"City"** - the City of Hallandale Beach, a municipal corporation of the State of Florida.
- d. **"Proposal Documents"** - the Request for Proposals, Instructions to Proposers, Specifications and attachments and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).
- e. **"Contractor"** - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

**3. SPECIAL CONDITIONS:**

Where there appears to be variances or conflicts between the General Terms and Conditions and any Special Conditions and/or Statement of Work outlined in this proposal, the Special Conditions and/or the Statement of Work shall prevail.

FLORIDA

THIS IS NOT AN ORDER

**4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:**

- a. Before submitting a Proposal, each Proposer may visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Proposer's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Purchasing and Contracts Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.
- b. The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

**5. OMISSION OF DETAILS / VARIANCES AND EXCEPTIONS:**

- a. The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.
- b. For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Proposer meets all the requirements in every respect.
- c. Any variations, exceptions or alternates from the specifications must be identified and fully explained in writing, noting cost implications, where applicable. Variations, exceptions and alternates will be evaluated solely by the City, and if judged to be equivalent, will be given consideration. City staff, acting in the best interests of the City, shall have the responsibility for evaluating variations, exceptions, alternates, parts, features, design, security, etc. Failure to list all such variations, failure to submit requested information, or failure to confirm with signature below will void a prospective response.

**6. INTERPRETATIONS AND ADDENDA:**

- a. If the Proposer is in doubt as to the meaning of any of the Proposal Documents, believes that the General Conditions, Special Conditions and/or Statement of Work contain errors, contradictions or obvious omissions, or has any questions concerning the information contained in the RFP documents, the Proposer shall submit a written request to the Purchasing Office for interpretation or clarification. Such request must reference RFP name and number, and should be received by the Purchasing Office at least ten (10) calendar days prior to the Proposal opening date. Questions received less than ten (10) calendar days prior to the Proposal opening may not be answered. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum transmitted via either fax or email to all parties recorded by the Purchasing Office as having received the Proposal Documents.

The issuance of a written addendum shall be the only official binding method whereby such an interpretation or clarification will be made.

- b. Any Amendment issued prior to opening of the RFP shall be included in the proposal, and shall be made a part of the Contract. Receipt of each amendment shall be acknowledged by the Respondent in the proposal.

7. **PUBLIC ENTITY CRIMES:**

In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

8. **CONE OF SILENCE:**

Pursuant to Municipal Code Chapter 23, Section 23-105, Award of Contract" (Ordinance 2008-09), public notice is hereby given that a "Cone of Silence" is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertising of the RFP until beginning of the City Commission meeting at which the City Manager makes a written recommendation to the City Commission concerning the competitive purchase transaction.

Sealed Proposals received by the City of Hallandale Beach shall be opened, evaluated, negotiated and awarded, as applicable, in accordance with State Statutes, the City Charter, Code of Ordinances, and City Administrative Policies. No company and/or firm may discuss procurement for goods or services with members of the City Commission per City Administrative Policy #2019.004/R11 – Purchasing Procedures, City (Municipal) Code of Ordinances and City Charter. Failure to comply may be cause for rejection of the proposal

9. **PERFORMANCE BONDS AND INSURANCE:**

Upon award of a contract, the Successful Proposer, as required within the scope of the solicitation, may be required to submit performance bonds and/or payment bonds. Proposer shall provide certificates of insurance in the manner, form and amount(s) specified.

10. **SUBMISSION AND RECEIPT OF PROPOSALS:**

- a. Proposals to receive consideration must be received on or prior to the specified time and date as designated in the Request for Proposal.
- b. Unless otherwise specified, proposer's MUST use the proposal form furnished by the City. Failure to do so may be cause for rejection of proposal. Removal of any part of the proposal forms may invalidate proposal.
- c. If proposer is unable to provide any of the services required by the Proposal, proposer will indicate any exceptions to the stated specifications. These exceptions shall be explained in an attachment to the Proposal response.
- d. Proposals must be typed or printed in ink. Proposal having any erasable or corrections MUST be initiated by the proposer in INK. Proposals shall be signed in INK.

- e. Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign.. The address and telephone number for any communications regarding Proposal must be included.
- f. Proposals shall contain an acknowledgment of receipt of all addenda.
- g. Proposals shall be submitted to the City Clerk's Office on or before the time indicated in the Request for Proposal. Proposals shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope should be clearly marked on the exterior with the applicable solicitation name and number. The envelope should state the name and address of the Proposer and should be include all documents as specified in the Request for Proposers.
- h. The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.
- i. **THE STAFF FROM THE PUBLIC WORKS AND DEVELOPMENT SERVICES DEPARTMENT WILL BE RESPONSIBLE FOR CONDUCTING THE PRE-PROPOSAL MEETING SCHEDULED FOR THURSDAY, AUGUST 21, 2008 AT 10:00 AM AT THE CITY OF HALLANDALE BEACH MUNICIPAL COMPLEX LOCATED AT 400 SOUTH FEDERAL HIGHWAY, COMMISSION CHAMBERS, HALLANDALE BEACH, FLORIDA 33009. ATTENDANCE AT THIS MEETING IS HIGHLY RECOMMENDED AS A SOURCE OF INFORMATION, BUT IS NOT MANDATORY. ALL INTERESTED FIRMS ARE RECOMMENDED AND ENCOURAGED TO ATTEND TO AVOID ANY CONFUSION WITH THE CITY'S REQUIREMENTS. ALL PROPOSERS WILL BE HELD RESPONSIBLE FOR ANY INFORMATION CONVEYED AT THIS BRIEFING.**
- j. **WRITTEN QUESTIONS SHOULD BE RECEIVED NO LESS THAN TEN (10) CALENDAR DAYS PRIOR TO THE DATE OF THE RECEIPT OF PROPOSALS DATE OF TUESDAY, AUGUST 26, 2008. THERE SHALL BE NO OBLIGATION ON THE PART OF THE CITY TO RESPOND TO QUESTIONS RECEIVED LESS THAN TEN (10) CALENDAR DAYS PRIOR TO PROPOSAL'S RECEIPT. SUBMIT TO THE CITY OF HALLANDALE BEACH, GENERAL SERVICES DEPARTMENT AT 400 S. FEDERAL HIGHWAY, ROOM 242, HALLANDALE BEACH, FL 33009 VIA FAX: 954-457-1342.**
- k. **PROPOSALS MUST BE SUBMITTED IN SIX (6) COMPLETE SETS IN A SEALED ENVELOPE PLAINLY IDENTIFIED AS "RFP #FY2007-2008-004 CONTINUING SERVICES AND COMPREHENSIVE SERVICES AGREEMENTS" IN THE BOTTOM LEFT-HAND CORNER OF EACH ENVELOPE. PROPOSALS MUST BE MAILED OR HAND DELIVERED TO:**

CITY OF HALLANDALE BEACH, FLORIDA
CITY CLERK'S OFFICE
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH, FL 33009

**NOTE #1: FAILURE TO COMPLY WITH ALL ITEMS STATED IN THE RFP MAY BE CAUSE FOR REJECTION OF THE PROPOSAL.**

**NOTE #2: SUMMARY PROPOSAL RESULTS WILL NOT BE AVAILABLE UNTIL CITY COMMISSION ACTION HAS AWARDED THE ITEM(S).**

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**DATE/TIME OF REQUEST FOR PROPOSAL SUBMITTAL: IT WILL BE THE SOLE RESPONSIBILITY OF THE PROPOSER TO ENSURE THAT THE PROPOSAL REACHES THE CITY CLERK'S OFFICE, CITY OF HALLANDALE BEACH ON OR BEFORE FRIDAY, SEPTEMBER 5, 2008 @ 4:00 P.M.**

**11. MODIFICATION AND WITHDRAWAL OF PROPOSALS:**

- a. Proposals may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing Office at any time prior to the deadline for submitting Proposals. Withdrawal of a Proposal will not prejudice the rights of an Proposer to submit a new Proposal prior to the Proposal opening date and time. No Proposal may be withdrawn or modified after the date of proposal opening has passed.

**12. REJECTION OF PROPOSALS:**

- a. To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- b. City reserves the right to reject the Proposal of any Proposer if City believes that it would not be in its best interest of to make an award to that Proposer, whether because the Proposal is not responsive, the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

**13. INSURANCE:**

- a. Proposer agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Proposer, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.
- b. Proposer shall obtain at Proposer's expense all necessary insurance in such form and amount as required by this proposal or by the City's Risk Manager before beginning work under this Agreement. Proposer shall maintain such insurance in full force and effect during the life of this Agreement. Proposer shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under this Agreement.
- c. Proposer shall indemnify and save the City harmless from any damage resulting to it for failure of either Proposer or any Sub-Proposer to obtain or maintain such insurance.
- d. Proposer must submit with the proposals copies of the Certificate of Insurance for general liability, auto liability and workers compensation as outlined on **Attachment Three - Sample Contract**. The successful contractor must provide original certificate of insurance prior to commencing services, at its own expense, naming City of Hallandale Beach as additional insured, with a thirty (30) day cancellation notice, and maintain such coverage for the duration of the contract.

An affirmative statement should be included indicating that the institution can and will comply with the insurance requirements as enumerated in this RFP.

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**14. HOLD HARMLESS AGREEMENT/INDEMNITY:**

a. CONTRACTOR shall at all times hereafter indemnify and hold harmless the City, its officers, agents, servants, and employees against any and all claim, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act of omission of the CITY, and of CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this AGREEMENT including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, from any and all claims, suits, actions, damages, and causes of actions which might arise for any personal injury, loss of life, or other actions by third persons including, but not limited to contractor, its subcontractors, material suppliers, laborers, agents, invitees, licensees, servants, employees or assigns, sustained in the performance of any product, service, act or omission resulting from this Agreement, and to defend any action or proceeding brought hereon, and from and against any orders, judgments, executions, levies and decrees, including those for punitive damages, as may be entered therein.

**b. HOLD HARMLESS INDEMNITY/INSURANCE AGREEMENT:**

CONTRACTOR shall obtain and maintain contractual liability insurance in adequate limits under this indemnity and hold harmless provision. Further, the CONTRACTOR will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to his insurers. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by the City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the City.

CONTRACTOR acknowledges that the person(s) signing this Agreement has the authority to bind it.

**15. GOVERNING LAW:**

- a. All legal actions arising out of or connected with this agreement must be instituted in the Circuit Court of Broward County, Florida, or the United States District Court of the Southern District of Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this agreement.
- b. If a firm is selected to enter into an Agreement, the President of the Firm must execute the agreement or there must be a Secretary's Certificate Form indicating authority of designee.

**16. PROPOSAL AWARD:**

- a. The City reserves the right to award more than one contract if it is deemed to be the best interest of the City. The City also reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the interest of the City. With all factors considered, awards will be made to respondent(s) whose proposals are deemed in the sole discretion of the City to best serve the public interest of the City. In addition, the City reserves the right to cancel any contract by given thirty (30) days written notice.
- b. Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP.

17. **NOTIFICATION:**

City shall notify all Respondents in writing as to the outcome of the RFP selection process no more than 90 days from the opening of the RFPs.

18. **TAXES:**

The City of Hallandale Beach, Florida is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 16-04-092365-83-6; United States Treasury Department, I.R.S. No. 59-6000333, applies and appears on each City of Hallandale Beach Purchase Order. Exemption Certificates will be provided on request.

19. **ENCLOSURE:**

Unable to Submit Request for Proposal Form  
One (1) Complete Set of General Instructions  
Specifications and Proposal Form  
Capital Improvement Project List – Attachment One  
Discipline Form – Attachment Two  
Sample Contract including Insurance Requirements – Attachment Three  
Architect – Engineer Qualifications – Standard Form 330 – Attachment Four

**V. PURPOSE AND INTENT OF REQUEST FOR PROPOSAL (RFP)**

The City of Hallandale Beach is soliciting proposals to retain the services from qualified and experienced consultants for providing engineering, planning, landscape architecture, urban design and related technical services, as necessary, for various professional services described herein. Pursuant to Florida Statutes, Chapter 287.055 (Consultants Competitive Negotiations Act) and Hallandale Beach City Code, 23-226 through 23-228, Design Build Procurement Method, the City of Hallandale Beach seeks to identify firms with substantial experience and capabilities to perform consulting services on an open ended (continuing services) basis.

Firms responding to this RFP shall advise of the specialties or substantive areas or disciplines in which the firm qualifies, as further elaborated in Section VII items 1-7 of this RFP. Firms do not have to possess in-house capability for all of the required services; however, firms must have the ability to use sub-consultants satisfactory to the City for specialties as appropriate. A list of potential sub-consultants to be used for any services shall be included in the firm's proposal. Qualifications for each consultant should also be included. The City intends to evaluate submitted proposals and award multiple firms exhibiting comprehensive experience.

The terms of the contract(s) for Miscellaneous Projects (basic construction cost under \$1 million each or study activities under \$50,000 shall be for a three (3) year period from the award date.

The City may renew the contract(s) for an additional two (2) year period, subject to vendor acceptance, satisfactory performance and determination that renewal will be the best interest of the City.

No guarantee is expressed or implied as to the amount and total number of the individual project agreements provided to any one firm. Although, it is the City's intent to rotate the individual professional service projects among the awarded firms, the best suited firm within the required discipline, as determined by the City for a particular task or project, shall be selected.

**SEALED PROPOSALS ARE REQUESTED FROM QUALIFIED FIRMS FOR THIS RFP FOR ONE OR MORE OF THE FOLLOWING SERVICES:**

**UTILITIES/ENGINEERING/ROADWAY AND OTHER RELATED SERVICES INCLUDES:**

Storm Drainage Engineering; Traffic Engineering/Analysis; Roadways/Transportation Engineering; Geotechnical Engineering; Structural Engineering; Environmental Engineering; Electrical Engineering; Mechanical Engineering; Ocean Engineering; Water and Wastewater Engineering; Surveying Services; Construction Services; Geographic Information System Services; Land Planning; Landscape Architecture; Urban Design; Community Rating System; Architectural Design and/or other related services.

**CITY COMPREHENSIVE PLAN AMENDMENT SUBMITTAL AND LAND DEVELOPMENT REGULATIONS SERVICES WILL INCLUDE:**

Comprehensive Plan Elements for study and amendment; Housing; Roadway/Transportation; Utilities, Water Treatment Systems; Recreation and Land Use. The Land Development Regulations consistent with Chapter 32, of the Code of Ordinances of the City of Hallandale Beach.

**VI. CONTRACT TERM:**

The terms of the contract(s) for Miscellaneous Projects (basic construction cost under \$1 million each or study activities under \$50,000 shall be for a three (3) year period from the award date.

The City may renew the contract(s) for an additional two (2) year period, subject to vendor acceptance, satisfactory performance and determination that renewal will be the best interest of the City.

**VII. SUMMARY SCOPE OF SERVICES:****Firms may respond to the RFP by offering to provide services, which reflect:**

- 1) The entire scope of the RFP (all services and specialties).
- 2) A portion of the scope of the RFP (covering certain services and specialties)
- 3) One of the specialties.

Although not necessarily a complete list of CIP projects, and subject to change by City, and without obligation to enter into subsequent contracts resulting from this multiple award solicitation for all listed projects, attached find the project names and their specified nature as part of this competitive solicitation. (Capital Improvements Project list - Attachment One).

**1. Listed Scope of Services**

Following is a listing of varied services desired for one or more Continuing Services Agreements as stated below items 1-7.

Proposer must specify each of the service(s) listed below for which proposal applies.

1. Computer Assisted Drafting/GIS
2. Civil Engineering
3. Surveying
4. Geotechnical Engineering
5. Mechanical Engineering
6. Historic Design Services
7. Landscape Architectural Services
8. Storm Drainage Engineering
9. Traffic Engineering/Planning
10. Transportation Engineering
11. Environmental Engineering
12. Water and Wastewater Engineering, including reuse
13. Permitting
14. Construction Services
15. Land Planning
16. Urban Design
17. City Comprehensive Plan & Land Development Regulations
18. NFIP Community Rating System Services
19. Architectural Design and Services

**2. Detailed Scope of Services:**

The following services will be included in Planning and Consulting Services if requested by the City.

- a. Attend Commission and other meetings.
- b. Review and/or investigate specific problems and prepare written or verbal reports.
- c. Prepare reports, updates, feasibility studies, traffic impact, water/sewer impact, roadway design and impact analysis population and housing projections and other studies for specific projects as may be required by City.
- d. Review building and site development requirements, development plans submitted to City for approval and submit comments and review to City.
- e. Perform planning services as may be requested.
- f. Concurrency review for various planning elements.
- g. Determine provisions for utilities, storm water retention and disposal, and parking requirements as may be applicable to public construction projects.
- h. Test borings and soil and earthwork analysis.

**3. Design Engineering Services:**

The following Design Engineering Services may be provided for construction projects authorized by the City:

- a. Preparation of detailed plans and specifications, including all forms necessary for receiving competitive proposals.
- b. Preparation of permit applications; processing of permit applications.
- c. Preparation of cost or budget estimates for construction of public construction projects, including preparation of detailed estimates of quantities and a complete analysis of estimated costs for construction.
- d. Assistance in obtaining bids, compilation and analysis of proposals received.
- e. Assistance in awarding contracts.

**4. Services During Construction:**

The following services may be provided during Construction by firm's office personnel for projects for which the same firm prepared plans and specifications, when authorized by the City:

- a. Review of shop and working drawings submitted by contractors for substantial conformity with the intent of the contract plans and specifications.
- b. Consultation during construction and interpretation of the plans and specifications.
- c. Review of construction progress estimates and recommendations for progress and final payments to contractors.
- d. Assistance in final inspection and testing.
- e. Correction of plans to show "as-built" conditions.
- f. Processing and reviewing change orders.
- g. General occasional inspections by supervisory office personnel at the site of the work, on projects designed by firm, to assure general contractor compliance with construction contracts.

**5. Administration of Construction Contracts:**

The following services may be included in Administration of Construction Contracts if requested by City:

- a. Meetings and negotiations with contractors involving changes in the extent or amount of contracts.
- b. Additional work resulting from the delinquency or insolvency of one or more of the contractors; or as a result of damage to the construction project caused by acts of God, such as fire, flood, or hurricane.
- c. Additional work resulting from strikes, walkouts, or other acts of trade or labor unions.
- d. Submittal of necessary contractor and construction data to funding or review agencies.

**6. Field Engineering Services:**

The following Field Engineering Services may be provided if requested by City:

- a. Mill and shop inspection of manufactured and fabricated items.
- b. Detailed field inspection during construction when resident inspection is not authorized. Such inspections to assure contractor compliance with construction drawings and specifications when full time resident inspection is unwarranted or unauthorized.
- c. Inspection reports to other agencies as required on projects receiving financial aid from outside sources.

**7. Outside Services:**

The following Outside Services may be provided if requested by City:

- a. Laboratory work (compaction tests, concrete tests, etc).
- b. Aerial photographs or other specialized surveys.
- c. Field surveys to locate property boundaries and existing physical features, and to develop detailed topography and profile data as required for design of any proposed facilities.
- d. Construction staking.
- e. Traffic data collection services.

**VIII. EVALUATION OF PROPOSALS**

The Proposals will be reviewed by the Selection Evaluation Committee responsible for selecting the most qualified firms. Proposals will be evaluated based on their technical merits and in compliance with the RFP's requirements. The City will evaluate proposals from firms deemed to be the most qualified to perform the required services and shall conduct discussions with, and may require presentations by firms regarding their qualifications, approach to the project, and ability to furnish the required services.

The City reserves the right to short-list the highest ranked firms that it deems appropriate as may be in the best interest of the City. However, in all cases, the scoring criteria below shall be the basis of selection.

In determining whether a firm is qualified, the City shall consider the factors below items (A – E).

<b>The following factors will be considered:</b>		<b>Points</b>
A.	The firm's past responsiveness, experience, and performance on municipal engagements of comparable size and complexity.	25
B.	The quality and experience of the firm's personnel to be assigned to the project.	20
C.	Experience and past performance for similar scope and services.	20
D.	The quality and experience of the key personnel and firm's management support to be available for technical consultation.	25
E.	Verification of references provided.	10
<b>MAXIMUM TECHNICAL POINTS</b>		<b>100</b>

In the event that presentations are requested, the City will assign a maximum of 50 additional points for the highest evaluated firms/proposers.

The criteria is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criteria also guides the Selection Evaluation Committee during the short-listing and final ranking of Proposers by establishing a general framework for those deliberations.

Short-listed firms may be selected for any interview/presentation prior to a recommendation being presented to the City Commission. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. Additional information may be required of the proposer during the review and selection process to clarify the Proposers presented information.

	<b>Oral Presentations, if Applicable</b>	<b>Points</b>
	➤ Illustrate additional expertise/experience	25
	➤ Illustrate stability of key staff	25

**IX. QUALIFICATIONS OF PROPOSERS**

Each firm responding to this RFP shall provide the following information:

1. List all the specific services under Section VII Summary Scope of Services, 1-7, Listed Scope of Services, for which firm is proposing. Complete "Discipline Form" Attachment Two.
2. List all consulting personnel available for desired services. Indicate the experience of each team member with specific detail to each specialty. If applicable, specify the professional services, which would be sub-contracted in order to provide the full scope of services described within this RFP.
3. Provide evidence of the qualifications and certifications of individuals employed by the firm that will be assigned to projects. Note whether these persons are fully qualified under law and regulations to provide the specified services.
4. Indicate the type and nature of projects related to or comparable to the scope of services in the RFP, which have been completed by the firm over the past three years and whether same were in the public or private sectors. Indicate the dollar value of these projects.
5. Indicate whether the projects indicated in #4 above were awarded under Continuing Services agreements and the name of the entity(ies) issuing the contract and whether the contracts are currently active.
6. Indicate firm's ability to effectively and efficiently provide stated scope of services as well as firm's track record in adherence to project budgets and timeframes. State the average amount of Change Orders as a percentage of total project cost which are typically approved for projects under firm's responsibility.
7. State firm's capability to provide adequate professional services in a timely manner for projects to be initiated within the next several months.
8. State if firm has the ability to meet insurance requirements.
9. Indicate if firm has ever been terminated from a contract for failure to perform agreed upon services in the manner or in the timeframe stipulated.
10. Consultants must provide Standard Forms 330 this is mandatory. Forms must included number of employees, area of expertise, locations, projects they have performed within the past 5 years, the completion date, construction costs, and type of work. Resumes of the team members must also include sub-consultants for this contract.



**SUPPLEMENTAL INFORMATION: REFERENCES**

1.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
2.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
3.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
4.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
5.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:

**THIS PROPOSAL SUBMITTED BY:**

COMPANY:
ADDRESS:
CITY & STATE:
ZIP CODE:
TELEPHONE:
DATE OF BID:
FACSIMILE NUMBER:
E-MAILED ADDRESS:
FEDERAL ID NUMBER:
NAME & TITLE PRINTED:
SIGNED BY:
<b><u>PROPOSAL ACCEPTANCE PERIOD PROPOSAL:</u></b> Valid for 90 days from date of PROPOSAL opening. Proposer warrants by virtue of submitting a proposal that prices, terms and conditions quoted will remain firm for acceptance by the City for a period of ninety (90) days from the date of proposal receipt, unless otherwise stated by the City.

WE (I) the above signed hereby agree to furnish the item(s) service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.



**ATTACHMENT TWO**  
**DISCIPLINE FORM**

Name of Firm \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Proposed Discipline(s)**

For each discipline state individual who will handle the City's projects.

<b>Architecture</b>	
<b>Landscape Architecture</b>	
<b>Environmental Engineering</b>	
<b>Civil Engineering</b>	
<b>Transportation Consulting</b>	
<b>Environmental Engineer</b>	
<b>Surveying Services</b>	
<b>Construction/Project Management</b>	

**Signature** \_\_\_\_\_

**Name (printed)** \_\_\_\_\_

**ATTACHMENT THREE**

**SAMPLE CONTRACT**

**AGREEMENT**

**Between**

**CITY of HALLANDALE BEACH, FLORIDA**

**and**

---

**for**

---

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

\_\_\_\_\_, a Florida corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS <ADD WHEREAS CLAUSES BY STATING THE NEED AND PURPOSE FOR THE AGREEMENT >

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1**

**TERM**

- 1. The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on \_\_\_\_\_; provided, however, if the term of this Agreement extends beyond a single fiscal year of CITY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
- 1.1 The duties, obligations, and responsibilities of CONTRACTOR required by this Agreement shall be completed no later than \_\_\_\_\_. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

**ARTICLE 2**

**SCOPE OF SERVICES TO BE PROVIDED TO THE CITY**

The CITY has employed the CONTRACTOR to provide <WRITE OUT THE SCOPE OF WORK CONTRACTOR WILL PERFORM IN DETAIL, INCLUDING THE TIME FRAME AND MILESTONES; THE SCOPE CAN ALSO BE ATTACHED AS AN EXHIBIT.>

**ARTICLE 3**  
**INDEMNIFICATION**

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CITY or CONTRACTOR, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by CITY Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the CITY Attorney, any sums due CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

**ARTICLE 4**  
**PERSONNEL**

**4.1 Competence of Staff.** The CONTRACTOR agrees to provide and assign the following employee(s) to this Agreement. In the event that any of CONTRACTOR's employee is found to be unacceptable to the CITY, including, but not limited to, demonstration that he or she is not qualified, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

**ARTICLE 5**  
**INSURANCE REQUIREMENTS**

CONTRACTOR shall procure and maintain for the duration of and in full compliance with the contract insurance against claims for injuries to persons and damage to property which may arise from or in connection with their performance hereunder by the CONTRACTOR, his agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the CONTRACTOR's bid.

**5.1. MINIMUM SCOPE OF INSURANCE**

- A. Commercial General Liability, including:
  - 1. Premises and Operations.
  - 2. Products and Completed Operations.
  - 3. Blanket Contractual Liability,  
(see Hold Harmless Agreement and #VII below).
  - 4. Independent CONTRACTORS.
  - 5. Broad Form Property Damage.
  - 6. Personal Injury Liability.
  - 7. Incidental Medical Malpractice.
  - 8. Fire Legal Liability
- B. Auto Liability
- C. Workers' Compensation Insurance.
- D. Employer's Liability Insurance.
- E. Professional Liability Insurance.

**5.2. MINIMUM LIMITS OF INSURANCE**

- A. Commercial General Liability:
  - \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- B. Auto Liability
  - \$1,000,000 combined single limited per occurrence for bodily injury and property damage arising from the operations of all Owned Automobiles, Nonowned Automobiles and Hired Automobiles.

## C. Workers' Compensation:

Workers' Compensation Insurance as required by the State of Florida. If any operations are to be under taken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

## D. Employer's Liability:

\$100,000 limit per occurrence,

\$500,000 annual aggregate for disease,

\$100,000 limit for disease of an individual employee.

## E. Professional Liability Insurance:

\$1,000,000 limit aggregate

5.3 **DEDUCTIBLES AND SELF-RETENTIONS**

## A. Deductibles/Self-Insurance Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the CITY.

## B. Retention Levels:

The CITY has the option to reduce or eliminate any deductible or self-insured retention maintained by the CONTRACTOR.

5.4 **POLICY PROVISIONS**

The policies shall contain the following provisions:

## A. Additional Insured, Certificate Holder and Breach of Warranty Clause:

All insurances shall include as Additional Insured and Certificate Holder the CITY of Hallandale. There are not to be any special limitations on the protection being provided to the CITY, its officials, officers, employees or volunteers.

B. CONTRACTOR's Insurance is Primary:

The CONTRACTOR's insurance coverages shall be primary insurance with respect to the CITY's, its officials', officers', employees', and volunteers' insurances. Any insurance and self-insurance maintained by the CITY, its officials, officers, employees, or volunteers shall be excess of the CONTRACTOR's insurances and shall not contribute with it.

C. Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

D. Occurrence Basis:

The CONTRACTOR's insurances shall be on an occurrence basis as opposed to a claims-made basis. In other words, claims which occur during the policy period can be reported months or years later and still be paid, if they occur during the policy period. Claims-made policies cover only claims which occur and are made during the policy period. In the event occurrence based insurance is not available, use of claims-made insurance may be considered acceptable in limited circumstances, subject to written approval by the Risk Manager.

E. 30 Days Notice:

The following clause shall be included in all policies: This policy shall not be suspended, voided, or cancelled by either party, or a reduction or revision in coverage or limits of coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the CITY.

F. Separation of Insureds:

The definition of insured shall read as follows: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability". The company, in this context, being the CONTRACTOR's insurance company. If no such definition of the insured is quoted in the insurance, the CONTRACTOR must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

**5.5. ACCEPTABILITY OF INSURANCE COMPANY****A. Best Rating:**

Insurance coverage must be with a company with a Best rating A.VII or better.

**B. Florida State Licensed:**

All insurance policies and bonds herein required of the CONTRACTOR shall be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

**5.6 VERIFICATION OF COVERAGE****A. Certificates and Endorsements Provided:**

The CONTRACTOR shall furnish the CITY with a certificate of insurance specifically stating the bid number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences.

**B. Authorized Signatures:**

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

**5.7 COVERAGE CONTINUATION:**

Insurance coverage required in these specifications shall be in force throughout the contract. Should the CONTRACTOR fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the contract, the CITY shall have the right to consider the contract breached and justifying termination thereof.

Compliance by the CONTRACTOR and subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the CONTRACTOR and all subcontractors of their liabilities and obligations under this contract.

If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the contract with the CITY, the CONTRACTOR shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

5.8 **SUBCONTRACTORS' INSURANCE REQUIREMENTS:**

CONTRACTORS shall include all subcontractors as it's insured under its policies or shall furnish separate certificates and all endorsements for each subcontractor's coverage. All overages for subcontractors shall be subject to all the requirements stated herein.

**ARTICLE 6**  
**COMPENSATION**

6.1 CITY agrees to pay CONTRACTOR, in the manner specified in Section 6.2, the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

6.2 **METHOD OF BILLING AND PAYMENT**

6.2.1 <SPECIFY METHOD OF BILLING AND PAYMENT>

6.3 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6.4 Payment shall be made to CONTRACTOR at:

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

**ARTICLE 7****TERMINATION**

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience.

**ARTICLE 8**  
**MISCELLANEOUS****8.1 RIGHTS IN DOCUMENTS AND WORK**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to

the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

## 8.2 **AUDIT RIGHT AND RETENTION OF RECORDS**

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

**8.3 PUBLIC ENTITY CRIME ACT**

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017,

Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

**8.4 INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent CONTRACTOR under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

**8.5 THIRD PARTY BENEFICIARIES**

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 **NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

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

FOR CONTRACTOR:

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

8.7 **ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

#### 8.8 **CONFLICTS**

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

#### 8.9 **MATERIALITY AND WAIVER OF BREACH**

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 8.10 **COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

**8.11 SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

**8.12 JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**8.13 PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

**8.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward CITY, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

**8.15 AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

**8.16 PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**8.17 PAYABLE INTEREST**

8.17.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

**8.18 INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits \_\_\_\_\_ are incorporated into and made a part of this Agreement.

8.19 **REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.20 **MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, and \_\_\_\_\_, signing by and through its \_\_\_\_\_duly authorized to execute same.

CITY

ATTEST:

CITY OF HALLANDALE BEACH

\_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
D. Mike Good, CITY Manager

Approved as to legal sufficiency and form by  
CITY ATTORNEY

\_\_\_\_\_  
David Jove, CITY ATTORNEY

Approved as to surety company qualifications, insurance requirements, and  
insurance documentation:

Risk Management Division

\_\_\_\_\_  
Director

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

**CONTRACTOR**

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
(Signature and Title)

(Corporate Seal)

\_\_\_\_\_  
(Type Name and Title Signed Above)

\_\_\_ Day of \_\_\_\_\_, 20\_\_.

(If not incorporated sign below).

**CONTRACTOR**

WITNESSES:

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRESIDENT OR VICE-PRESIDENT)

\_\_\_\_\_  
(PRINT NAME)

**NOTARY SEAL**

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ATTACHMENT FOUR

X. ARCHITECT – ENGINEER QUALIFICATIONS – STANDARD FORM 330:

**ARCHITECT-ENGINEER QUALIFICATIONS**

OMB No.: 9000-0167

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

**PURPOSE**

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 38 of the Federal Acquisition Regulation (FAR).

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

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

**GENERAL INSTRUCTIONS**

Part I presents the qualifications for a specific contract.

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

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

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

**INDIVIDUAL AGENCY INSTRUCTIONS**

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of

pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

**DEFINITIONS**

**Architect-Engineer Services:** Defined in FAR 2.101.

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

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

**Firm:** Defined in FAR 36.102.

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

**SPECIFIC INSTRUCTIONS**

**Part I - Contract-Specific Qualifications**

**Section A. Contract Information.**

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

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

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

**Section B. Architect-Engineer Point of Contact.**

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

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**Section C. Proposed Team.**

9-11. **Firm Name, Address, and Role in This Contract.** Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

**Section D. Organizational Chart of Proposed Team.**

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

**Section E. Resumes of Key Personnel Proposed for This Contract.**

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

12. **Name.** Self-explanatory.

13. **Role in This Contract.** Self-explanatory.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section G. Key Personnel Participation in Example Projects.

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

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

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

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

Section H. Additional Information.

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

Section I. Authorized Representative.

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

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

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

28. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI

**Part II - General Qualifications**

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

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

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

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

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.8.

5. Ownership.

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

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

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

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

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was

effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

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

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

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

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

FLORIDA

THIS IS NOT AN ORDER

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 List of Disciplines (Function Codes)
 

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

FLORIDA

THIS IS NOT AN ORDER

## List of Experience Categories (Profile Codes)

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

## List of Experience Categories (Profile Codes)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscaps Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems (Rural; Mobile; Intercam, Etc.)
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T06	Towers (Self-Supporting & Guyed Systems)
		T08	Tunnels & Subways

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List of Experience Categories (Profile Codes)

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

**ARCHITECT - ENGINEER QUALIFICATIONS**

**PART I - CONTRACT-SPECIFIC QUALIFICATIONS**

**A. CONTRACT INFORMATION**

1. TITLE AND LOCATION (City and State) \_\_\_\_\_

2. PUBLIC NOTICE DATE \_\_\_\_\_ 3. SOLICITATION OR PROJECT NUMBER \_\_\_\_\_

**B. ARCHITECT-ENGINEER POINT OF CONTACT**

4. NAME AND TITLE \_\_\_\_\_

5. NAME OF FIRM \_\_\_\_\_

6. TELEPHONE NUMBER \_\_\_\_\_ 7. FAX NUMBER \_\_\_\_\_ 8. E-MAIL ADDRESS \_\_\_\_\_

**C. PROPOSED TEAM**

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

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

**D. ORGANIZATIONAL CHART OF PROPOSED TEAM**

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT <i>(Complete one Section E for each key person.)</i>			
12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

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

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
<b>23. PROJECT OWNER'S INFORMATION</b>		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.		
b.		
c.		
d.		
e.		
f.		



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H. ADDITIONAL INFORMATION

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

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I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE



**CITY OF HALLANDALE BEACH  
RFP # FY 2007-2008-004 – CONTINUING SERVICES AND  
COMPREHENIVE SERVICES AGREEMENTS  
RATING SHEET**

The total number of points used to score (name of vendor here-  
 ) is 100.

Each rater must complete the entire rating sheet, include comments in each of the sections and sign the rating sheet. The original completed rating sheet must be provided to General Services for the contract file.

**EVALUATION CRITERIA AND SCORING**

A.	The firm's past responsiveness, experience, and performance on municipal engagements of comparable size and complexity.	25
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Rater's comments – notes:

B.	The quality and experience of the firm's personnel to be assigned to the project.	20
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Rater's comments – notes:

**CITY OF HALLANDALE BEACH  
RFP # FY 2007-2008-004 – CONTINUING SERVICES AND  
COMPREHENIVE SERVICES AGREEMENTS  
RATING SHEET**

C.	Experience and past performance for similar scope and services.	20
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Rater's comments – notes:

D.	The quality and experience of the key personnel and firm's management support to be available for technical consultation.	25
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Rater's comments – notes:

**CITY OF HALLANDALE BEACH  
RFP # FY 2007-2008-004 – CONTINUING SERVICES AND  
COMPREHENSIVE SERVICES AGREEMENTS  
RATING SHEET**

<b>E.</b>	Verification of references provided.	<b>10</b>
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Rater's comments – notes:

**TOTAL SCORE FOR SECTION ITEMS A-E \_\_\_\_\_**

In the event that presentations are requested, the City will assign a maximum of 50 additional points for the highest evaluated firms/proposers.

	Oral Presentations, if Applicable	<b>Points</b>
	➤ Illustrate additional expertise/experience	<b>25</b>
	➤ Illustrate stability of key staff	<b>25</b>

**PRINT NAME OF RATER \_\_\_\_\_**

**SIGNATURE OF RATER \_\_\_\_\_**

**DATE \_\_\_\_\_**

**CITY OF HALLANDALE BEACH  
RFP # FY 2007-2008-004 – CONTINUING SERVICES AND  
COMPREHENIVE SERVICES AGREEMENTS  
RATING SHEET**

**SCORE EVALUATION**

- 5 EXCELLENT -INNOVATIVE, COMPREHENSIVE AND COMPLETE IN ALL DETAILS, MEETS ALL REQUIREMENTS AND OBJECTIVES
- 4 VERY GOOD -SUBSTANTIAL RESPONSE IN A CLEARLY DEFINABLE DETAIL, MEETS ALL CRITICAL REQUIREMENTS
- 3 AVERAGE -GENERALLY MEETS MINIMUM REQUIREMENTS
- 2 POOR -LACK OF ESSENTIAL INFORMATION TO SUBSTANTIATE THE DATA THAT IS PRESENTED
- 1 UNSATISFACTORY –LACK OF UNDERSTANDING OF REQUIREMENTS OR OMISSIONS IN MAJOR AREAS
- 0 NO DATA