

# CITY OF PLANTATION



Plantation  
the grass is greener\*

## *AGREEMENT*

*Between*

*THE CITY OF PLANTATION*

*AND*

*HAZEN AND SAWYER, P.C.*

*For*

*CONTINUING CONSULTING ENGINEERING SERVICES  
FOR WASTEWATER AND WATER UTILITIES ENGINEERING  
WITHIN ENVIRONMENTAL AND SANITARY DISCIPLINES  
(SCOPE "A" NATIONAL/INTERNATIONAL)*

*RFQ NO. 015-19*

**Agreement  
By and Between**

**The City of Plantation  
&  
Hazen and Sawyer, P.C.**

*for*

**CONTINUING CONSULTING ENGINEERING SERVICES FOR WASTEWATER AND  
WATER UTILITIES ENGINEERING WITHIN ENVIRONMENTAL AND SANITARY  
DISCIPLINES (SCOPE "A" NATIONAL/INTERNATIONAL)**

This Agreement entered into this 5<sup>th</sup> day of May, 2020 by and between the City of Plantation (herein, the "City"), a Florida Municipal Corporation, and Hazen and Sawyer, P.C. a New York Corporation (herein, the "Consultant"), as follows:

*Whereas*, the City of Plantation publicly solicited for qualified Firms pursuant to Consultant Competitive Negotiation Act as set forth in Section 287.055 Florida Statutes, in order to execute a Continuing Consultant Contract for Continuing Consulting Engineering Services for Wastewater and Water Utilities Engineering within Environmental and Sanitary Disciplines as identified but not limited to what was contained in Request for Qualifications (RFQ) No. 015-19.

*Whereas*, the Consultant agrees to all terms and conditions outlined in this Agreement.

*NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:*

**ARTICLE 1**

**GENERAL PROVISIONS**

- 1.1 The above recitations are true and correct and made a part hereof. All front end solicitation documents are incorporated herein and made a part hereof. Any conflicts between the terms set forth in this Agreement and the front end documents shall be controlled by the terms of this Agreement. The front end solicitation documents and Scope of Services are attached hereto as **Exhibit "A"**. **Exhibit "B"**, contains documentation required by the City and completed and submitted by the Consultant during solicitation period, which is incorporated herein and made a part hereof.
- 1.2 CONSULTANT shall not employ any SUBCONTRACTORS, Supplier or other person or organization (including those acceptable to CITY) whether initially or as a substitute, against whom CITY may have any objection. Any such objection shall be deemed received by FIRM when provided as provided for in the Notice section of this Agreement. CONSULTANT shall not be required to employ any SUBCONTRACTORS, Supplier or other person or organization to furnish or perform any of the Work against whom CONSULTANT has reasonable objection.

The CONSULTANT shall identify the name and address of the person, firm, or business entity performing or supplying the following portions of the Work if CONSULATNT intends to use SUBCONTRACTOR for such Work:

- **Hydrogeology/Well Engineering: Grandusky, Lamb and Associates**
- **Survey: Stoner & Associates**

- 1.3 Specific projects within the Scope of the continuing Contract Services as identified herein will be assigned to the CONSULTANT from time to time pursuant to independent assignments for such services. By executing this continuing Contract, the CITY does not commit that all matters in the future which may be within Scope of Services provided herein will be assigned to the CONSULTANT. No breach of the continuing Contract will occur if the CITY submits such matters to bids or seeks bids or proposals from other parties, including but not limited to engineering firms, for such work and awards such work to other firms.

## ARTICLE 2

### **DEFINITIONS AND INTRODUCTORY MATTERS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are agreed upon both parties.

- 2.1 **CONTRACT ADMINISTRATOR:** Whenever the term “CONTRACT ADMINISTRATOR” is used herein, it is intended to mean the Director of Utilities. In the administration of this Agreement, all parties may rely upon instructions or determinations made by the CONTRACT ADMINISTRATOR; however, the Mayor of Plantation must approve all instructions or directions which affect CITY incurred (or saved) costs or expenses or changes to the Scope of Work.
- 2.2 **CONSTRUCTION CONTRACTOR:** The person(s), firm(s), corporation(s) or other entity who enters into an agreement with CITY to perform the construction work desired by CITY relating to PROJECT.
- 2.3 **CONSULTANT:** Hazen and Sawyer, P.C., which is the professional organization with whom CITY contracted for the performance of professional engineering services pursuant to this Agreement.
- 2.4 **CITY:** City of Plantation, Florida, a Florida municipal corporation.
- 2.5 **NOTICE TO PROCEED:** A written statement issued by the CONTRACT ADMINSTRATOR directing CONSULTANT to begin work on a project, which will then be considered as “Assigned Project”.
- 2.6 **PROJECT:** The PROJECT(S) which may be performed by CONSULTANT after receiving a NOTICE TO PROCEED are as follows:
1. Professional services that is generally or specifically identified within the Scope of Services rendered to the City in connection with a construction project where the total cost of construction are estimated to not exceed \$2 million; or
  2. For study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or
  3. Professional services rendered to the City in connection with a construction project where the total cost of construction are estimated to not exceed \$325,000.00, or such lesser or greater sum as set forth by 287.017 category 5, FL Statute (2013), as amended; or
  4. A planning or study activity when the fee for the professional services rendered in connection therewith will not exceed \$35,000.00, or such lesser or greater sum as set forth by 287.017, category 2, FL Statute (2013), as amended, or
  5. Generally, this Scope “A” pertains to (I) Water Plant (WTP) Rehabilitation, Expansion, and/or Capacity Replacement, (II) Wastewater Treatment Plant (WWTP) Rehabilitation, Expansion, and/or Capacity Replacement, (III) Plant Modification, and Wellfield Development and Hydrogeological Services, (IV) Operational Studies and Services. These include, but are not limited to the following:
    - a. Consulting services regarding well field improvements and modifications, as well as wastewater and brine injected well improvements and modifications. This includes water use permitting, well field improvements and redevelopment, deep injection well maintenance and repair, locating and installing surficial wells (i.e., Biscayne Aquifer supply wells), aquifer storage and recovery well development,

- Floridian Aquifer wells, and multi-use wells for ASR/Floridian supply. Also included are Deepwell disposal of wastewater effluent, underground injection control, and deep well rehabilitation and replacement.
- b. Consulting services with respect to expanding and modifying the East Water Treatment Plant and Central Water Treatment Plant Facilities.
  - c. Consulting services regarding expanding and modifying the Regional Wastewater Treatment Plant
  - d. Consulting services with respect to obtaining all required permits for the construction, operations, testing, maintenance or modification of any of the CITY's utilities plant facilities, including consulting services necessary to obtain operating permits, construction permits consumptive use permits, and other necessary permits, licenses and approvals.
  - e. Perform evaluations, preliminary designs, cost estimates, analyses of alternatives, or other studies pertaining to any utilities plants facilities or equipment as required by Utilities Department, including but not limited to, Industrial Pretreatment Program and Laboratory Analyses.
  - f. Attend meetings on behalf of and represent the Utilities Department on technical issues as requested before various regulatory bodies, boards, entities, and permitting authorities.
  - g. Perform preliminary design, final design and studies related to the improvement, expansion or rehabilitation of CITY-owned plant and plant-related utilities facilities.
  - h. Perform services in preparing design criteria packages for design/build projects desired by the CITY that affect CITY utilities plant, and raw water wellfield facilities.
  - i. Provide engineering and consulting services in assisting the CITY to determine which contractor on projects is the lowest responsive bidder or most advantageous proposer, and assist the CITY in rendering advice, evaluative, and consulting services in connection with bid/proposal protests, and bid/proposal appeals.
  - j. Advise the CITY as appropriate from time-to-time of new regulation and regulatory efforts and innovative technologies or practices that may impact the CITY's operation of its water and wastewater treatment plant facilities, including advice on new technologies that would enhance CITY services of reduce CITY costs in operating its water and wastewater treatment services.
  - k. Provide consulting services in the design, cost efficiencies, and assist with implementation of a reclaimed water use system, methane recovery systems, advanced bio-solids treatment and disposal systems, and other like strategies and systems when and if such systems are considered by the CITY Utilities Director.
  - l. Provide hydrogeological services and other plant and plant-related facilities on an as-needed and consulting basis as determined appropriate by the CITY Utilities Director.
  - m. Provide consulting services in the investigation of water and wastewater facilities defects and problems, including the determination of responsibility for same, and including service as an expert witness in litigation, if necessary.
  - n. Evaluate the reasonableness of capacity charges, and other water and wastewater fees and charges as directed by the CITY Utilities Director.
  - o. Prepare and complete computer modeling of the CITY water and wastewater plant and plant systems and, assist with use and upkeep of such modeling by qualified staff.
  - p. Updating the CITY of Plantation master water service plan and sanitary sewer services plan, including the review of capital improvements necessary and appropriate to be installed in such plans.
  - q. Provide periodic utilities-related studies, reviews, assessments, or certifications as required by CITY bid documents, as required by law or regulation, or as desired by the Utilities Director.

- r. Support the development of rate analyses for adjustments in utilities rates and other charges, and the evaluation of the reasonableness of capacity charges
- s. Prepare and complete computer modeling of CITY water and wastewater plant, water distribution systems, and wastewater collection systems; and additionally assist with implementation of such modeling within the CITY so that the modeling is user friendly and practical for the CITY to use.

## 2.7 REIMBURSABLES:

Whenever the term REIMBURSEABLES is used herein, it is intended to mean actual expenses incurred by CONSULTANT and directly related to the performance of the services as set forth in this Agreement, which REIMBURSABLES are limited to:

- a. CONSULTANT shall not charge CITY mileage while performing any/task under this agreement. Automobile travel inside Broward County shall not be reimbursed.
- b. Identifiable communication expenses for express mail charges.
- c. Identifiable cost or printing reproduction and aerial photography.
- d. Identifiable testing cost, including rental of pilot testing and field analytical equipment.
- e. Permit application fees. All fees paid to regulatory agencies for approvals directly attributed to the PROJECT, which have been approved in advance by the CONTRACT ADMINISTRATOR.
- f. Notwithstanding anything to the contrary in the Agreement, all REIMBURSABLES which exceed One Hundred Dollars (\$100.00), which are not specifically identified in the NOTICE TO PROCEED, shall be approved, in writing by the CONTRACT ADMINISTRATOR prior to incurring the expenditure. Failure to comply with this provision shall result in waiver of the REIMBURSABLES. Changes to the BILLING RATES must be approved by the CITY governing body.

## 2.8 BILLING RATE:

Whenever the term BILLING RATE is used herein, it is intended to mean average based salaries and wages paid to personnel by professional or employee category engaged directly on the PROJECT, including all fringe benefits, overhead and profit as shown in **EXHIBIT "C"**. Changes to the BILLING RATE must be approved by the CITY governing body.

## 2.9 NOTICE TO PROCEED:

Whenever the term NOTICE TO PROCEED is used herein, it is intended to mean engineering services related to projects.

The authorization issued by CITY shall be in form of a NOTICE TO PROCEED and shall contain the following information and requirements:

- a. A description of the work to be undertaken, whether the professional services for PROJECT shall be payable in accordance with the BILLING RATE or whether a different method of compensation. All changes to the method of compensation for a PROJECT must be approved by the Mayor.
- b. A budget establishing the total amount of compensation to be paid, which amount shall constitute a guaranteed maximum, and which shall not be exceeded unless prior written approval of the CITY Mayor is obtained. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs, and the adequacy of such budget information shall be subject to the approval of CITY.

- c. A time established for completion of the work or services for the PROJECT or for the submission to CITY of documents, reports and other information pursuant to this Agreement. Time of performances is further delineated in Article 4.
- d. AUTHORIZATION NOTICES TO PROCEED shall be dated and serially numbered.
- e. The description of the work to be undertaken shall be in the form of a detailed Scope of Work, project timetables, if any, and any special provisions about the assigned PROJECT which may control over the terms of this Agreement, must be approved by the Mayor.

### **ARTICLE 3**

#### **SCOPE OF SERVICES**

- 3.1 The Scope of Services required to be performed by CONSULTANT shall be for a PROJECT as set forth in a NOTICE TO PROCEED. CONSULTANT shall provide all services as set forth in the NOTICE TO PROCEED including, without limitation, all necessary, incidental and related activities and services required.
- 3.2 CONSULTANT and CITY acknowledge that a NOTICE TO PROCEED may not delineate every detail and minor work task required to be performed by CONSULTANT to complete a PROJECT. If during the course of the performance of a NOTICE TO PROCEED, CONSULTANT determines that it should perform work to complete a PROJECT which is outside the assigned PROJECT's Scope of Work, CONSULTANT will notify CONTRACT ADMINISTRATOR in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying CONTRACT ADMINISTRATOR as provided in Article 6, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the NOTICE TO PROCEED. Notice to CONTRACT ADMINISTRATOR does not constitute authorization or approval by City. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.

### **ARTICLE 4**

#### **TIME OF PERFORMANCE**

- 4.1 In the event CONSULTANT is unable to complete performance of services because of delays resulting from untimely review and approval by governmental authorities having jurisdiction over PROJECT, or by CONSTRUCTION CONTRACTOR and such delays are not the fault of CONSULTANT, CITY shall grant reasonable extension of time for completing the work. It shall be the responsibility of CONSULTANT to notify the CONTRACT ADMINISTRATOR promptly in writing whenever a delay is anticipated or experienced, and to inform the CONTRACT ADMINISTRATOR of all facts and details related to the delay.
- 4.2 CONSULTANT shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other cost, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONSULTANTS for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of CITY. Otherwise, CONSULTANT shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for excusable events of delay.
- 4.3 If the CONSULTANT submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the CITY shall not be liable to the CONSULTANT for any cost incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless of whether such delay or hindrance was caused by its agents, should the CONSULTANT be unable to complete the Work before such milestone or completion date as is described within the schedule.

## **ARTICLE 5**

### **COMPENSATION AND PAYMENT**

The CITY agrees to pay the CONSULTANT for services provided by CONSULTANT and its SUBCONTRACTORS as described in a NOTICE TO PROCEED either an agreed upon lump sum amount, or a BILLING RATE amount with an upper limit (not to exceed) as detailed therein, or such form of compensation as may be agreeable to CITY and CONSULTANT.

- a. Lump Sum: As deemed appropriate for each item of work, the CITY and CONSULTANT may agree to utilize the lump sum method of payment for services. The lump sum shall include full payment, including direct labor, overhead, other direct costs, SUBCONTRACTORS fee, and profit.
  - b. BILLING RATE: As deemed appropriate for each item of work, the CITY and CONSULTANT may agree to utilize the BILLING RATE method of payment for services. The BILLING RATE billed shall be the categorical rates identified in Exhibit "C" which includes the overhead rate plus a margin on the direct labor costs and the overhead rate.
  - c. Invoicing: CONSULTANT shall submit monthly invoices in the format and with such backup as required by CITY.
- 5.2 City agrees that it will use its best efforts to pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT's proper statement as provided above.
- 5.3 Payment will be made to CONSULTANT at:

Hazen and Sawyer, P.C.  
4000 Hollywood Blvd #750N  
Hollywood, Florida 33021

## **ARTICLE 6**

### **ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES**

- 6.1 Services related to a NOTICE TO PROCEED that would increase, decrease or which are otherwise outside the Scope of Services or level of effort contemplated by NOTICE TO PROCEED shall be services for which CONSULTANT must obtain written approval from CITY before compensation can be paid. All terms for the performance of such services must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of a NOTICE TO PROCEED, and when properly executed shall become as Amendment to the NOTICE TO PROCEED.

## **ARTICLE 7**

### **CITY'S RESPONSIBILITIES**

- 7.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information it has available pertinent to any assigned PROJECT including previous reports and any other data relative to an assigned PROJECT. CITY shall assist CONSULTANT in obtaining all background information necessary to the accomplishment of assigned tasks, and shall provide reasonable access to all existing records, data, and physical facilities.
- 7.2 CITY shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as reasonably required for CONSULTANT to perform its services under this Agreement.

- 7.3 CITY shall pay for all costs of publishing advertisements for bids/proposals and for obtaining permits and licenses that may be required by local, State or Federal authorities and shall secure the necessary land, easements, and right-of-way. In order to expedite the processing of an application for permit or license, CITY may, in some instances, direct CONSULTANT to act for CITY in paying a required fee. In such instances, CITY subsequently shall reimburse CONSULTANT for any such fees with no mark-up, without regard to the types of fees applicable to the PROJECT involved.

## **ARTICLE 8**

### **MISCELLANEOUS**

#### **8.1 OWNERSHIP OF DOCUMENTS:**

All sketches, tracing, drawings, specifications, design calculations, details, models, photographs, reports, surveys and other documents, plans and data that result from CONSULTANT's services under this Agreement or that is provided in connection with this Agreement shall become and shall remain the property of CITY. Copies of all AutoCAD files shall be provided to CITY. CONSULTANT shall be entitled to keep a copy of such items for record purposes. However, CITY shall make no changes or revisions to the documents or data furnished by CONSULTANT unless CONSULTANT's name and professional seal are removed from such changed or revised materials.

#### **8.2 TERMINATION**

- a. If the CONSULTANT defaults in any particular PROJECT, the CITY may give notice in writing to the CONSULTANT, specifying the default. The following shall constitute default:
- Failing to perform the professional services required under the Contract and within the time required;
  - Failing to begin the PROJECT under the Contract within the time specified;
  - Failing to perform the Work with sufficient personnel; or with sufficient materials to ensure completion of the PROJECT within the specified time;
  - Failing to perform the Work using persons and entities as identified and set forth, and to the degree specified by the NOTICE TO PROCEED, subject to substitutions approved by the CITY in accordance with such contract documents;
  - Discontinuing the prosecution of the Work, for reason other than issuance of a stop work order or other reasons allowed under the contract documents.
  - If CONSULTANT otherwise violates in any way any provisions of the contract documents;
  - If CONSULTANT disregards laws or regulations of any public body having jurisdiction.
  - Such other events of default as are set forth in any of the implementing contract documents
- b. If, after notice of termination of the Contract it is determined for any reason that the CONSULTANT was not in default under provisions of this Contract, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to "*Termination of the Contract For Convenience*" clause. All finished or unfinished sketches, tracing, drawings, specifications, design, design calculations details models, photographs, reports, surveys and other documents, plans and data that result from CONSULTANT's services under this agreement shall become and shall remain the property of CITY and shall be delivered by CONSULTANT to CITY.
- c. Upon THIRTY (30) Calendar Days written notice to CONSULTANT, CITY may, without cause and without prejudice to any other right or remedy, terminate this Agreement for CITY's convenience whenever CITY determines that such termination is in the best interests of CITY. Where the



Agreement is terminated for his convenience of CITY, the notice of termination to CONSULTANT must state that the Contract is terminated for the convenience of CITY, the effective date of the termination and the extent of termination.

- d. If CITY approves CONSULTANTS's requisition for payment, and does not pay same within THIRTY (30) Calendar Days of approval, CONSULTANT may suspend performance of the contract upon TEN (10) Calendar Days prior written notice (such suspension not being available prior to Forty (40) Calendar Days after CITY approval of the CONSULTANT's requisition for payment). If CITY then fails to make payment for a period of NINTEY (90) Calendar Days through no fault of CONSULTANT or if CITY fails to make payment on any recommendation for payment for period of NINETY (90) Calendar Days, CONSULTANT may, upon SEVEN (7) additional Calendar Days written notice to CITY, terminate the Contract and recover from the CITY payment for Work executed and proven loss with respect to materials, equipment, tools and construction equipment and machinery, prorated to the date of termination. No other recovery shall be permitted.
- e. The Agreement may also be terminated by mutual agreement at any time and under any terms

### 8.3 RECORDS

CONSULTANT shall keep such records and accounts and require any and all consultants and subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the PROJECT and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for CITY's disallowance of any fees or expenses based upon such entries.

### 8.4 NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, ant fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

### 8.5 ETHICS DISCLOSURE

The Consultants warrant and represent that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Contract or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the Consultants, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Consultants. Material interest means direct or indirect ownership of more than **FIVE PERCENT (5%)** of the total assets or capital stock of the Consultants.

### 8.7 SUBCONTRACTOR PAYMENTS

The Consultant shall be responsible for the payments to any Subcontractor including any professional fees and additional costs. The City shall not be responsible for any payments to Subcontractor. The City shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project. Consultant shall pay subcontractors within seven (7) calendar days after receiving payment from City.

## 8.8 NO TRANSFER OF AGREEMENT

Consultant shall not assign or transfer the Contract or its rights, title or interests therein without City's prior written approval. The obligations undertaken by Consultant pursuant to the Contract shall not be delegated or assigned to any other person or firm unless City shall first consent in writing to the assignment. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances, and desires. In the event the City is not for any reason or for no reason at all, satisfied with such substitute, Consultant shall be considered in breach of this Contract. Violation of the terms of this Paragraph shall constitute a breach of Contract by Consultant and the City may, at its discretion, cancel the Contract and all rights, title and interest of Consultant shall thereupon cease and terminate.

## 8.9 INDEMNITY CLAUSE

Consultant shall indemnify and hold harmless City, and its elected and appointed officers, the officers, directors, employees, and agents; from and against any and all claims, fines, fees, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Firm and other persons employed or utilized by the Firm in the performance of this Agreement.

Consultant agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation in performance of this agreement.

This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the Work itself, and including the loss of use resulting therefrom.

Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by Consultant from the City that such amount is due, be made by Contractor prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and Consultant shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by Consultant of written notice from the City that such payment is due. Consultant agrees, at Consultant's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Consultant. Additionally, if Consultant, after receipt of written notices from the City, fails to make any payment due hereunder to the City, Consultant shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from Consultant.

Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor.

## 8.10 ALL PRIOR AGREEMENTS SUPERSEDED:

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.11 NON-EXCLUSIVE AGREEMENT:

The services to be provided by CONSULTANT pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude CITY from engaging other firms to perform the same or similar services for the benefit of CITY within CITY's sole and absolute discretion.

8.12 WARRANTIES OF CONSULTANT:

CONSULTANT hereby warrants and represents as follows:

- a. At all times during the term of this Agreement, CONSULTANT shall maintain in good standing, all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
- b. At all times during this Agreement, CONSULTANT shall perform its obligations in a prompt, professional and businesslike manner.
- c. No approval required to be given by the CITY under the Contract shall operate to relieve the CONSULTANT from any of its responsibilities under the Contract or the deemed as an approval by the CITY of any deviation contained in the items or documents subject to such approval from, or of their failure to comply with any provision or requirement of the Contract, unless the failure or deviation has been specifically approved by a Change Order to the Contract.

8.13 ONSITE MONITORING:

CONSULTANT'S resident project representatives will make reasonable efforts to guard CITY against defects and deficiencies in the work of the contractor(s) and to help determine and ensure that the provisions of the Contract Documents are being fulfilled.

8.14 APPLICBLE LAWS GOVERNING PROJECT(S)

The laws of the State of Florida shall govern the validity, construction and effect of this Contract.

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

All claims, counterclaims, disputes and other matters in question between City and Consultant arising out of, relating to, or pertaining to this Agreement, or the breach thereof, or the services thereof, or the standard of performance therein required, shall be determined by litigation in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction.

To any extent that the Consultant may be acting as an "agent" or Consultant on behalf of the City, the City expects the Consultant to fully comply with all Federal, State, and Local laws applicable to and specifically those covering Equal Opportunity Employment, American Disabilities Act (ADA), 42 U.S.C. 12101, et seq. and Florida Building Code. We reserve the right to verify your compliance with the various laws. Failure to comply with any laws will be grounds for termination of the Contract.

8.15 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the City shall not be obligated for the Consultant's performance hereunder or by any provision of this Contract during any of the City's future fiscal years unless and until the City Council appropriates funds for this Contract in the City's Budget, or any amendment thereto, for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The City shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

8.16 INDEPENDENT CONSULTANT

The Consultants and its employees, volunteers and agents shall be and remain independent consultants and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties hereto.

8.17 DISCIPLINARY ACTION

The Consultant agrees to immediately notify the CITY of any disciplinary action imposed against the Consultant or any of its employees by any regulatory agency with the charge of regulating the Consultant.

8.18 SEVERABILITY

In the event any one or more of the provisions of this Order is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

8.19 NO WAIVER OF LEGAL RIGHTS

No approval required to be given by the City under the Contract shall operate to relieve the Consultant from any of its responsibilities under the Contract or to be deemed as an approval by the City of any deviation contained in the items or documents subject to such approval from, or of their failure to comply with any provision or requirement of the Contract, unless the failure or deviation has been specifically approved by a Change Order to the Contract.

Unless the City has specifically approved in writing a deviation from the Contract Documents in a Contract modification, as provided above, the City shall not be precluded or estopped by any approval, review, measurement, estimate or certificate made either before or after the completion and acceptance of the Work and payment for it, from showing the true amount and character of the Work performed and goods and materials furnished by the Consultant or from showing that any measurement, estimate or certificate is untrue or incorrectly made, or that the Work or goods and materials do not conform in fact to the Contract. Unless the City has specifically approved in writing a deviation from the Contract Documents in a Contract modification, as provided above, the City shall not be precluded or estopped, notwithstanding any approval, review, measurement, estimate or certificate and payment in accordance with it, from recovering from the Consultant and its sureties damages it may sustain by reason of its failure to comply with the terms of the Contract. Except as provided, neither the acceptance of the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the Contract, or of any power reserved or any right to damages provided to the City. A waiver of any breach of the Contract shall not be held to be a waiver of any other breach whether prior to or subsequent to it. The City's delay in declaring that a breach has occurred or otherwise asserting its rights under this Contract shall not constitute a waiver of the breach or limit any of the City's rights under this Contract.

8.20 DISPUTE RESOLUTION

In the event that any dispute between the City and the Consultant concerning questions or issue arising under this Contract that have not been resolved, or for items on the Disputed Work List, a request for resolution shall be submitted by the Consultant to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than **THIRTY (30)** Calendar Days after receipt of a fully documented (to the extent that such documents are within the control of the Consultant) request for a determination. The decision shall be conclusive, final, and binding on all parties, unless the Consultant shall seek a judicial determination in accordance with the provisions set forth below.

No later than **SIXTY (60)** Calendar Days after the Consultant's receipt of the City's determination, the Consultant shall respond to the City in writing, either accepting the determination or stating the Consultant's factual or legal objection to the determination. If the Consultant's response is an objection,

the City shall respond in writing to the objection within **THIRTY (30)** Calendar Days after receipt of it. No further response by either party shall be required. Thereafter, the Consultant may seek a judicial determination of the dispute. In the event that the Consultant intends to seek judicial determination of a matter decided by the City, the Consultant shall notify the City of its intent to do so within **SIXTY (60)** Calendar Days of the City's final decision.

In the event of litigation in order to enforce this Contract, or which arises out of, pertains to, or relates to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, the prevailing party shall be entitled to a reasonable attorney's fee. Notwithstanding the foregoing sentence, the maximum attorney's fees which one party can recover from the other will not exceed \$ \_\_\_\_\_ (\$15,000 unless otherwise filled in).

If required by City, the Consultant shall continue to perform the Work required under the Contract during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the Consultant complies with the City's written determination, the City shall continue to perform under the Contract and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the Consultant fails to submit a dispute to the City as required by this Article IX, Paragraph 3. The continued performance of the Contract by either party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under the Contract or at Law.

#### 8.21 COMPLIANCE WITH LAWS/CODES/RULES, ETC

The Consultant shall comply with all existing and future applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project and shall give all applicable notices pertaining to same. Consultant represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. Consultant acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a contractor, supplier, subcontractor or consultant under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of **THIRTY-SIX (36)** months from the date of being placed on the convicted vendor list.

The Consultant shall not be reimbursed for any additional costs which the Consultant incurs as a result of laws enacted after the effective date of this Contract, nor be entitled to an extension of the Scheduled Date of Final Completion as a result of laws, except as set forth in this Article IX, Paragraph 1. The Consultant shall be reimbursed, in addition to the Contract Sum, for additional costs incurred by the Consultant in the performance of the Contract resulting from the following:

- a. City ordinances passed by the City Council after the effective date of this Contract.
- b. Any unforeseen new state or federal laws, regulations or rules enacted after the effective date of the Contract, which require a significant change in the Project. The Consultant shall not be reimbursed for any other costs resulting from any other new state or federal laws, regulations or rules enacted after the effective date of the Contract, including but not limited to laws relating to techniques, procedures, research, analysis and materials.

## **ARTICLE 9**

### **INSURANCE REQUIREMENTS**

The CONSULTANT shall provide the Insurance certificates listing the City of Plantation as an additional insured that meet or exceed the City requirements as set forth in **Exhibit "D"**, which is incorporated herein and made a part hereof.

## ARTICLE 10

### AGREEMENT TERM

This agreement will remain in effect for a **TWO (2)** year period, unless it is canceled earlier by the CITY of the CONSULTANT. At the end of the **TWO (2)** year period, the CITY will have the option of extending the Agreement for one (1) additional **Two (2)** year terms based upon mutual acceptance by Consultant and City.

## ARTICLE 11

### Notice

All notices provided for herein shall be in writing and transmitted by overnight mail, certified mail return receipt requested, or by hand delivery, and shall be mailed or delivered as follows:

1. All Notices sent to Consultant shall be sent in writing and by first-class mail to:

Patricia Carney, P.E.  
Vice President  
Hazen and Sawyer, P.C.  
4000 Hollywood Blvd #750N  
Hollywood, FL 33021

2. All Notices sent to the City shall be sent in writing and by first-class mail to:

Mayor Lynn Stoner  
400 NW 73rd Avenue  
Plantation, FL 33317

With copies to:

Jason Nunemaker  
Chief Administrative Officer  
400 NW 73rd Avenue  
Plantation, FL 33317

IN WITNESS WHEREOF, CITY OF PLANTATION AND HAZEN AND SAWYER, P.C., have signed this CONTRACT in duplicate. One counterpart each has been delivered to the City and Consultant.

Signed, sealed and delivered in the presence of:

Attest: Susan K. Slattery  
Susan Slattery, City Clerk

CITY OF PLANTATION

By: Lynn Stoner, Mayor  
Lynn Stoner, Mayor

Witness: Michelle Casado  
Michelle Casado  
Typed Name of Witness

As to legal form: Kerry L. Ezrol  
Kerry L. Ezrol, City Attorney

Witness: George Barber  
George Barber  
Typed Name of Witness

As to Procurement: Charles Spencer, Jr.  
Charles Spencer, Jr., Procurement Administrator

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments appeared Lynn Stoner and Susan Slattery, as the Mayor and City Clerk respectively, who are personally known to me to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same on behalf of the City of Plantation, Florida, and who did not take an oath.

WITNESS my hand and official seal this 5 day of May, 2020.  
My commission expires: 4-21-2021  
My commission number is: GG069270

Printed Name of Notary



Mary F. Leeds  
COMMISSION #GG069270  
EXPIRES: April 21, 2021  
Bonded Thru Aaron Notary

(Notary seal)

Hazen and Sawyer, P.C  
Consultant Name

Witness: Guillermo A. Regalado S.  
Guillermo A. Regalado  
Typed name of Witness

By: Patricia Carney  
Officer/Authorized Signatory  
Patricia Carney Vice President  
Print Name and Title

Witness: Sharon Johnson  
SHARON JOHNSON  
Typed name of Witness

Janeen Wietz  
Janeen Wietz

STATE OF FL  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this February 26, 2020 (date) by Patricia Carney (name of officer or agent, title of officer or agent), of HAZEN AND SAWYER (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires: November 26, 2022  
Lisa Grant  
NOTARY PUBLIC





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# EXHIBIT “A”



# SCOPE OF SERVICES

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**CITY OF PLANTATION**  
**CONTINUING CONSULTING ENGINEERING SERVICES**  
**FOR**  
**WASTEWATER AND WATER UTILITIES ENGINEERING WITHIN ENVIROMENTAL AND**  
**SANITARY DISCIPLINES**  
**RFQ No. 015-19**

**GENERAL INFORMATION**

The CITY of Plantation is soliciting statements of qualifications and letters of interest from FIRMS to provide On-Call Wastewater and Water Utilities Engineering Services within the Municipal Environmental and Sanitary Disciplines.

Florida Statute 287.055, "Consultants Competitive Negotiation Act" will be followed to secure the required consulting.

It is the CITY's intent to move into an agreement with a minimum of four (4) firms to provide the required services (Two FIRMS for Scope "A" and Two FIRMS for Scope "B").

Two (2) FIRMS shall be local/regional, and two (2) FIRMS shall be national/international. Both classifications shall have established and active offices in the State of Florida. Local/Regional FIRMS shall be identified by their limited activity outside of Broward, Miami-Dade and Palm Beach Counties over the past five (5) years, as determined solely by the CITY of Plantation.

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# SCOPE OF SERVICES

## SCOPES OF SERVICES

The following work and services of a specific nature will be included within this Continuing Consulting Engineering Service Contract(s), with FIRMS being able to submit proposals on either Scope “A”, or Scope “B”, or both Scope “A” and Scope “B”. Which work and services will have no time limitation in the Continuing Consulting Engineering Service Contract (but, when assigned in the implementing assignments, may be required within a time certain). Put differently, FIRMS may submit proposals for either or both Scopes.

## SCOPE A

**Generally, this Scope “A” pertains to (I) Water Plant (WTP) Rehabilitation, Expansion, and/or Capacity Replacement, (II) Wastewater Treatment Plant (WWTP) Rehabilitation, Expansion, and/or Capacity Replacement, (III) Plant Modification, and Wellfield Development and Hydrogeological Services, (IV) Operational Studies and Services. These include, but are not limited to the following:**

- a. *Consulting services regarding well field improvements and modifications, as well as wastewater and brine injected well improvements and modifications. This includes water use permitting, well field improvements and redevelopment, deep injection well maintenance and repair, locating and installing surficial wells (i.e., Biscayne Aquifer supply wells), aquifer storage and recovery well development, Floridan Aquifer wells, and multi-use wells for ASR/Floridan supply. Also included are Deepwell disposal of wastewater effluent, underground injection control, and deep well rehabilitation and replacement.*
- b. *Consulting services with respect to expanding and modifying the East Water Treatment Plant and Central Water Treatment Plant Facilities.*
- c. *Consulting services regarding expanding and modifying the Regional Wastewater Treatment Plant*
- d. *Consulting services with respect to obtaining all required permits for the construction, operations, testing, maintenance or modification of any of the CITY’s utilities plant facilities, including consulting services necessary to obtain operating permits, construction permits consumptive use permits, and other necessary permits, licenses and approvals.*
- e. *Perform evaluations, preliminary designs, cost estimates, analyses of alternatives, or other studies pertaining to any utilities plants facilities or equipment as required by Utilities Department, including but not limited to, Industrial Pretreatment Program and Laboratory Analyses.*
- f. *Attend meetings on behalf of and represent the Utilities Department on technical issues as requested before various regulatory bodies, boards, entities, and permitting authorities.*
- g. *Perform preliminary design, final design and studies related to the improvement, expansion or rehabilitation of CITY-owned plant and plant-related utilities facilities.*
- h. *Perform services in preparing design criteria packages for design/build projects desired by the CITY that affect CITY utilities plant, and raw water wellfield facilities.*
- i. *Provide engineering and consulting services in assisting the CITY to determine which contractor on projects is the lowest responsive bidder or most advantageous proposer, and assist the CITY in rendering advice, evaluative, and consulting services in connection with bid/proposal protests, and bid/proposal appeals.*
- j. *Advise the CITY as appropriate from time-to-time of new regulation and regulatory efforts and innovative technologies or practices that may impact the CITY’s operation of its water and wastewater treatment plant facilities, including advice on new technologies that would enhance CITY services of reduce CITY costs in operating its water and wastewater treatment services.*

## SCOPE OF SERVICES

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- k. Provide consulting services in the design, cost efficiencies, and assist with implementation of a reclaimed water use system, methane recovery systems, advanced bio-solids treatment and disposal systems, and other like strategies and systems when and if such systems are considered by the CITY Utilities Director.*
- l. Provide hydrogeological services and other plant and plant-related facilities on an as-needed and consulting basis as determined appropriate by the CITY Utilities Director.*
- m. Provide consulting services in the investigation of water and wastewater facilities defects and problems, including the determination of responsibility for same, and including service as an expert witness in litigation, if necessary.*
- n. Evaluate the reasonableness of capacity charges, and other water and wastewater fees and charges as directed by the CITY Utilities Director.*
- o. Prepare and complete computer modeling of the CITY water and wastewater plant and plant systems and, assist with use and upkeep of such modeling by qualified staff.*
- p. Updating the CITY of Plantation master water service plan and sanitary sewer services plan, including the review of capital improvements necessary and appropriate to be installed in such plans.*
- q. Provide periodic utilities-related studies, reviews, assessments, or certifications as required by CITY bid documents, as required by law or regulation, or as desired by the Utilities Director.*
- r. Support the development of rate analyses for adjustments in utilities rates and other charges, and the evaluation of the reasonableness of capacity charges*
- s. Prepare and complete computer modeling of CITY water and wastewater plant, water distribution systems, and wastewater collection systems; and additionally assist with implementation of such modeling within the CITY so that the modeling is user friendly and practical for the CITY to use.*

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# SCOPE OF SERVICES

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## **SCOPE B**

**Generally, Scope “B” relates to Water Distribution & Wastewater Collection Infrastructure Improvements and Repairs (as distinguished from Plant facilities improvements and repairs which are addressed in Scope A). This includes, but is not limited to the following:**

- a. *The provision of consulting services for sanitary sewer facilities installation, maintenance, repair replacement, and rehabilitation of infrastructure including but not limited to valve pits, pump stations, lift stations, sewer vacuum stations, pipelines, emergency interconnections, and valves.*
- b. *The provision of consulting services for water facilities installations, maintenance, repair, replacement, and rehabilitation of infrastructure including but not limited to pumps, pipes, lines, emergency interconnections, valves and hydrants.*
- c. *Perform evaluations, preliminary designs, cost estimates, analyses of alternative, or other studies pertaining to any utilities infrastructure facilities project or equipment as required by the Utilities Department*
- d. *Provide engineering and consulting services in assisting the CITY to determine which contractor on projects is the lowest responsive bidder or most advantageous proposer, and assist the CITY in rendering advice, evaluative, and consulting services in connection with bid/proposal protests, and bid/proposal appeals.*
- e. *Provide civil engineering planning and design or review of water and wastewater infrastructure, and provide consultation as to needs and prepare necessary drawings.*
- f. *Engineering Consulting studies with respect to supervisory control of data and data acquisition.*
- g. *Provide feasibility studies, and implementation analyses where desired and as directed by Utilities Director (including design, construction drawings for new or upgraded water and/or sanitary sewer infrastructure facilities, cost estimates, preparation of assessments rolls., studies, plats, and reports for special assessments), for areas of Plantation not currently served by the CITY public sewer system (including but not limited to the Country Club Estates, Plantation Acres, East and West Tropical Way.*
- h. *Perform services in preparing design criteria packages for design/build projects for water or wastewater infrastructure as directed by the Utilities Director.*
- i. *Provide services in connection with inflow and infiltration studies and recommended repairs.*

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# SCOPE OF SERVICES

## **SUBMISSION DETAILS (FIRMS shall submit a complete qualification package that includes):**

1. Letter of interest and general information about the firm and its principals (i.e., location of headquarters, size, length of time in business, length of tenure and residence address of key personnel);
2. Evidence that the FIRM is certified pursuant to Florida law to practice Engineering.
3. A detailed: (i) Qualifications statement, including resumes, professional and business licenses, and a certification of insurance, letters or lists of references, and a list of past or present similar work.
4. Staffing plan (which would include key personnel) for this Agreement and a general Organizational Chart;
5. Certification that the firm is not barred from performing the Project work by operation of the Florida Public Entity Crimes law (Form Provided);
6. A Financial Ability Statement in sufficient detail to evaluate financial strength of FIRM as well as the number of active projects and projects not commenced but under contract so that the recent, present, and future workload of the Proposer can be assessed.
7. A list of named active projects and projects not commenced but under Agreement so that the recent, present, and future workload of the FIRM can be assessed;
8. Identify all proposed sub FIRM(s), if any is to be proposed, used by the FIRM. All of sub FIRM(s) must be approved by the CITY and may not be changed without the CITY's consent;
9. Summary Statement of all citations, violations, and litigation existing or continuing within the last FIVE (5) years, including the disposition or current status of them;
10. A detailed Statement of Experience in designing and permitting of utilities facilities of the type in the Scope of Services for which the Qualification Package is offered, who in the organization completed the work, and whether the individuals are still employed by the organization. Also a detail Statement of Experience with regulatory compliance issues (permitting, consent orders, negotiation with FDEP etc.)
11. Information as is appropriate for evaluation of the submittal pursuant to the criteria listed in Selection Process section of this RFQ, or identify on the Evaluation Criteria Form provided herein.
12. Insurance declaration pages for the Proposer's coverages over the THREE (3) years preceding the date of proposal submission, as well as current coverages, shall be tendered with the proposal. Staff in conjunction with CITY Risk Manager will conduct an evaluation to discover whether errors and omissions and other coverages appropriate to the Scope proposed upon are regularly maintained by the FIRM.
13. Public Records Compliance Certification (Form Provided)
14. Non-Collusion Certification (Form Provided)
15. Drug-Free Workplace (Form Provided)
16. Truth in Negotiation (Form Provided)
17. FIRMS Certification (Form Provided)
18. Cooperation with Broward County Office of Inspector General (Form Provided)
19. Scrutinized Company Certification

# SCOPE OF SERVICES

## **GENERAL TERMS AND CONDITIONS OF RFQ PROCESS**

The CITY reserves the right to reject any or all Qualification Packages. The CITY also reserves the right in its sole discretion to waive minor errors or irregularities in the Qualification Packages or in the RFQ solicitation procedures, or submissions. The CITY additionally reserves the right to negotiate a change in the planned scope of services so as to increase or decrease same.

The CITY reserves the right to reject the Qualification Package of any FIRM if CITY believes that it would not be in the best interest of the CITY to make an award to that FIRM, whether because the Proposal is not responsive, or the FIRM is unqualified, or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by CITY. The CITY reserves the right to request clarification of information submitted and to request additional information of one or more FIRM(s).

No CITY representation, authorization, communication or understanding will be valid unless said representation, validation or authorization or other clarifications are submitted to the Procurement Administrator, in writing, and are responded to by a representative of the CITY in writing. All information requests and responses must be copied to the Office of the CITY Clerk.

The successful FIRM(s) will notify the CITY at any time if it does not meet the requirements of an independent FIRM per IRS regulations so that appropriate action may be taken.

The successful FIRM(s) shall be required to furnish indemnities to the CITY, its Elected Officials, officers and employees of the as outlined in the Indemnification Section of this RFQ.

## **GENERAL TERMS AND PROVISIONS OF CONTINUING CONTRACT**

The continuing consultant engineer Contract will remain in effect for a **THREE (3)** year period, unless it is canceled earlier by the CITY or the FIRM. At the end of the **THREE (3)** year period, the CITY will have the option of extending the Contract for a subsequent **THREE (3)** year term.

### ***2. Task Orders***

Specific projects within the Scope of the continuing consultant engineering Contract Services as identified above will be assigned to the FIRM from time to time pursuant to independent assignments for such services. These assignments will be called a Task Order and will contain contract requirements pertinent to the task such as negotiated compensation (if different than the Master Agreement), insurance requirements, performance requirements, etc.

### ***3. Nonexclusive***

By executing this continuing consultant engineering Contract, the CITY does not commit that all matters in the future which may be within any Scope of Services provided above will be assigned to the FIRM(s) holding a continuing consultant engineering Contract. No breach of the continuing consultant engineering Contract will occur if the CITY submits such matters to bids or seeks bids or proposals from other parties, including but not limited to design and construction firms, for any task within any scope of work listed above, or for any scope of work listed above, and awards such work to other firms.

### ***4. General Contract Provisions***

Generally, the CITY does have standard contract provisions concerning its FIRMS, and it is contemplated that these contract provisions will appear in the "Master" Contract. As stated above, each Task Order may contain refinements to a scope of services, deadlines, and any negotiated adjustments to compensation, etc. The following are representative terms of CITY consulting contracts, and the CITY reserves the right to add additional terms or modify the following terms as it deems appropriate during the compensation negotiation phase of the Selection Process or at the time the master Contract is implemented by a Task Order.

- a. The CITY will be able to terminate the Contract without cause by giving THIRTY (30) Calendar Days written notice before termination. A transition provision will be included in the event of termination.

## SCOPE OF SERVICES

- b. The successful FIRM(s) shall bill the CITY according to the type of compensation as may be agreed in any given Task Order.
- c. The CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as amended, surpluses carried over to the recent fiscal year, and reserves which are available for expenditure during such fiscal year. Any Contract, verbal or written, made in violation of this subsection is at the CITY's option null and void or voidable, and in no event can money be paid on such Contract in excess of what is available for expenditure in any fiscal year. Nothing herein contained shall prevent the making of Contracts for periods exceeding ONE (1) year, but any Contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.
- d. The CITY reserves the right to prepare a contract and Task Order and to refuse to enter into a contract or Task Order if the CITY's terms are not accepted.
- e. The written Contract between the successful FIRM(s) and the CITY shall include language to the effect that neither the Contract, nor any portion thereof, nor any other facet of the relationship between the parties will create or be deemed to create a partnership, joint venture, joint enterprise, as a Sub-FIRM, or any other agency relationship, or an employer/employee leasing relationship, and further, shall reflect the CITY's intent that the legal relationship between the parties shall be that of an independent FIRM.
- f. Each Task Order may provide that the successful FIRM(s) is to achieve final completion within an agreed time period determined and agreed upon by both parties from the date appearing in the Notice to Proceed form for the specified Project. Therefore, the FIRM agrees to begin each Project in conformity with the provisions set forth in the Task Order and to prosecute it with all due diligence, so as to complete the entire work and Project by the time limits set forth in the agreed Project Schedule for the specified Project. As to such a Task Order that has deadlines, time will be of the essence unless stated otherwise.
- g. FIRM(s) shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by FIRM(s) for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of CITY. Otherwise, FIRM shall be entitled only to extensions of the Contract time as the sole and exclusive remedy for excusable events of delay.
- h. If the FIRM submits a schedule or expresses an intention to complete the work earlier than any required milestone or completion date, the CITY shall not be liable to the FIRM for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless of whether such delay or hindrance was caused by the CITY or by its agents, should the FIRM be unable to complete the Work before such milestone or completion date as is described within the schedule.
- i. On any particular Task Order, the CITY reserves the right to include a provision for liquidated damages as a result of any project or work delay.
- j. If the FIRM defaults in any particular Project, the CITY may give notice in writing to the FIRM of default, specifying the default. The following shall constitute default:
  - 1) Failing to perform the professional services required under the Contract and within the time required;
  - 2) Failing to begin the Project under the Contract within the time specified;
  - 3) Failing to perform the work with sufficient personnel or with sufficient materials to ensure completion of the Project within the specified time;
  - 4) Failing to perform the work using the persons and entities as identified and set forth, and to the degree specified by the governing contract documents, subject to substitutions approved by the CITY in accordance with the contract documents;
  - 5) Discontinuing the prosecution of the work, for reasons other than issuance of a stop work direction or

## SCOPE OF SERVICES

- other reasons allowed under the contract documents.
- 6) If FIRM disregards laws or regulations of any public body having jurisdiction.
  - 7) If FIRM otherwise violates in any way any provisions of the contract documents.
  - 8) Such other events of default as are set forth in any of the implementing Task Order.

If, after notice of termination of the Contract it is determined for any reason that the FIRM was not in default under the provisions of this Contract, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to “*Termination of the Contract For Convenience*” clause.

- k. Upon THIRTY (30) Calendar Days written notice to FIRM, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY’s convenience whenever CITY determines. Where the Agreement is terminated for the convenience of CITY, the notice of termination to FIRM must state that the Contract is being terminated for the convenience of CITY, the effective date of the termination and the extent of termination. Services will be paid for through date of termination, and this shall mean payment for all completed tasks and payment for uncompleted tasks based upon the percentage of completion of such uncompleted tasks. FIRM shall not be paid on account if loss of anticipated profits or revenues or other economic loss arising out of or resulting from such termination.
- l. Pursuant to CITY procedures, the FIRM must provide a completed W-9 form to the Finance Department with a copy to the Procurement Administrator. Invoices must be approved by the CITY’s governing body, which occurs when the CITY Council promulgates, and the Mayor signs, a Resolution approving expenditures or approving the bill list. The payment due date shall be FORTY-FIVE (45) days after the later of: (i) the date the Resolution approving the bill or expenditure becomes effective, or (ii) the date the CITY Director of Finance (the Chief disbursement Officer of the CITY) receives a proper invoice. If CITY does not pay same within THIRTY (30) Calendar Days of the payment due date, FIRM may suspend performance of the contract upon TEN (10) Calendar Days prior written notice (such suspension not being available prior to FORTY (40) Calendar Days after payment due date). If CITY then fails to make payment for a period of NINETY (90) Calendar Days from payment due date, the FIRM may, upon SEVEN (7) additional Calendar Days written notice to CITY, terminate the Contract and recover from the CITY payment for work executed. No other recovery shall be permitted.
- m. The Agreement may also be terminated by mutual agreement at any time and under any terms.
- n. No remedy under the terms of this Contract in CITY’s favor is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and shall be in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any CITY right or CITY power accruing upon any event of default shall impair any CITY right or CITY power nor shall it be construed to be a waiver of any event of default or acquiescence in it, and every CITY right and CITY power may be exercised from time to time as often as may be deemed expedient.
- o. The FIRM shall comply with all existing and future applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project and shall give all applicable notices pertaining to same.
- p. FIRM represents to CITY that it is not a person or affiliate as defined in §287.133, Florida Statutes, which has been placed on the convicted FIRM list maintained by the Florida Department of Management Services following a conviction for a public entity crime. FIRM acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of any public building or public work, may not submit bids on leases of real property with the CITY, may not be awarded an opportunity to perform work as a contractor, supplier, subcontractor or FIRM under a contract with the CITY, and may not transact business with the CITY in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of THIRTY-SIX (36) months from the date of being placed on the convicted FIRM list.
- q. FIRM shall not assign or transfer the Contract or its rights, title or interests therein without CITY’s prior written approval. The obligations undertaken by FIRM pursuant to the Contract shall not be delegated or assigned to any



## SCOPE OF SERVICES

other person or firm unless CITY shall first consent in writing to the assignment. The CITY is relying upon the apparent qualifications and expertise of the FIRM.

- r. The laws of the State of Florida shall govern the validity, construction and effect of this Contract.
- s. Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- t. To any extent that the Proposer may be acting as an "agent" and/or FIRM on behalf of the CITY, the CITY expects the Proposer to fully comply with all Federal, State, and Local laws applicable to and specifically those covering Equal Opportunity Employment, American Disabilities Act (ADA), 42 U.S.C. 12101, et seq. and Florida Building Code. We reserve the right to verify your compliance with the various laws. Failure to comply with any laws will be grounds for termination of the Contract.
- u. The CITY does not typically agree to arbitration for disputes it may have with FIRMs.
- v. No approval required to be given by the CITY under the Contract shall operate to relieve the FIRM from any of its responsibilities under the Contract or to be deemed as an approval by the CITY of any deviation contained in the items or documents subject to such approval from, or of their failure to comply with any provision or requirement of the Contract, unless the failure or deviation has been specifically approved by a Change Order to the Contract.
- w.
  1. The FIRM shall indemnify and hold harmless the CITY of Plantation, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the FIRM and other persons employed or utilized by the FIRM in the performance of the contract.
  2. FIRM agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against the CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation which result from the work product of the FIRM.
  3. In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by FIRM from the CITY that such amount is due, be made by FIRM prior to the CITY being required to pay same, or in the alternative, the CITY, at CITY's option, may make payment of an amount so due and the FIRM shall promptly reimburse the CITY for same, together with interest thereon at the rate of 12% per annum simple interest from the day of CITY's payment. FIRM agrees, at the FIRM's expense, after receipt of written notice from the CITY, to defend any action against the CITY that falls within the scope of the foregoing indemnities, or the CITY, at the CITY's option, may elect not to tender such defense and may instead elect to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by the FIRM. Additionally, if FIRM, after receipt of written notice from the CITY fails to make any payment due hereunder to the CITY, FIRM shall pay any reasonable attorney's fees or costs incurred by the CITY in securing any such payment from FIRM.
  4. Nothing contained herein is intended nor shall it be construed to waive the CITY's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the CITY's favor.
- x.
  1. This section is the CITY Insurance Requirements of FIRM for the Project, which must be continually maintained throughout the FIRM's performance of the Work. All limits of insurance shall be specified at the time a Task Order is made, and shall be underwritten by an insurer acceptable to the CITY of Plantation's Risk Management Division. The CITY shall be listed as an additional insured on all required coverages, and the insurer shall be required to give the CITY THIRTY (30) Calendar Days advance written notice if the insurance policy will not be renewed.

## SCOPE OF SERVICES

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2. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the described insurance within the Insurance. FIRM shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which the CITY is named as an additional insured shall not apply to CITY. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above-described insurance.
3. Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract, and the CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the FIRM shall thereupon cease and terminate.
4. The CITY reserves the right to require or adjust any of the insurance coverages it deems necessary depending upon the company, the project, or the potential exposures.
5. The FIRM shall not commence performance of duties under this Contract until the FIRM has obtained all insurance coverages required under this paragraph and all certificates of insurance have been approved by the CITY's Risk Manager, nor shall the FIRM allow any Sub FIRM to commence performance of duties under any contract with the CITY of Plantation until all similar such insurance coverages and certificates of insurance required of the Sub FIRM have been obtained and approved.

END OF DOCUMENT



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## EXHIBIT “B”



Plantation  
the grass is greener<sup>®</sup>



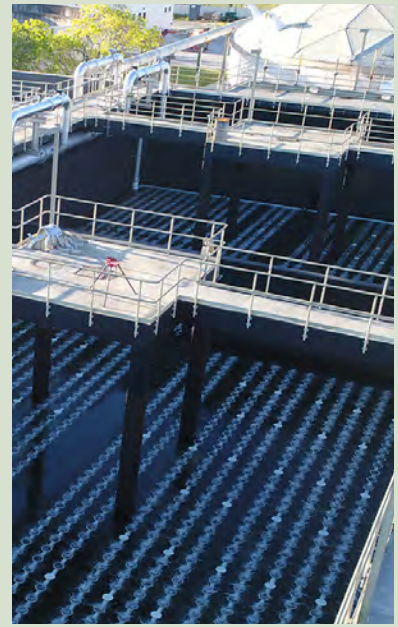
Protection  
of Public Health



Superior  
Technical  
Competence



Results in **Savings**  
to Plantation Citizens



# Hazen

Proposal for

Continuing Consulting Engineering Services for  
Wastewater and Water Utilities Engineering Within  
Environmental and Sanitary Disciplines (Scope A)

RFP No. 015-19 | April 16, 2019

April 16, 2019

City of Plantation  
Office of the City Clerk  
400 NW 73<sup>rd</sup> Avenue  
Plantation, FL 33317

**Subject: RFQ# 015-019**  
**Continuing Consulting Engineering Services for Wastewater and Water Utilities Engineering Within Environmental and Sanitary Disciplines (Scope A)**

Dear Evaluation Committee Members:

The City of Plantation (City) operates two water treatment plants and one wastewater treatment plant effectively and cost-efficiently, protecting public health and ensuring continuous service to all residents. Hazen and Sawyer (Hazen) admires the City's practices and has consistently provided engineers to the City who uphold these principles, under all circumstances. As such, Hazen submits this response to RFQ 015-19, Scope A (I) Water Plant (WTP Rehabilitation, Expansion and/or Capacity Replacement, (II) Wastewater Treatment Plant (WWTP) Rehabilitation, Expansion and/or Capacity Replacement, (III) Plant Modification, and Wellfield Development and Hydrogeological Services, and (IV) Operational Studies and Services.



Hazen will assign appropriate experts to honor our professional investment and staffing commitment to The City of Plantation. Water quality specialists, including **Jorge Atoche, PE**, **Monique Durand, PE**, and **George Brown, PE**, are committed to the City and will continue to identify operational cost-savings opportunities, such as optimizing antiscalant selection to continue treatment without the need for sulfuric acid addition (saving the City \$320,000 per year in chemical costs). We will also assign wastewater process experts, including **Enrique Vadivelo, PE, ENV SP**, and **Alonso Griborio, PhD, PE**, who planned and designed the recently constructed fine bubble diffused aeration at the Regional WWTP (saving the City \$400,000 per year in operational costs).

As we have demonstrated, the City can depend on Hazen to deliver projects that protect public health and maintain the expected level of water and wastewater service, and we will continue to provide our high level of service to complete projects under this contract. Furthermore, where opportunities exist, we also commit to designing capital and operational cost-saving

improvements for the long-term benefit of the City. As always, the construction of these improvements will be monitored through critical oversight, with an abundance of caution, to ensure that the public health is always fully protected.

Hazen recognizes and supports the City's practice of awarding engineering contracts to the firms which can deliver the proper service, at the right price. For this reason, the City of Plantation has long selected two types of civil engineering firms. The general civil, linear type firms typically evidence a lower overhead than the more complex, public-health related sanitary firms. If selected, we will continue to support this fiscally sound practice which is also protective of the public health.

It has been our pleasure to work with the City of Plantation, and we sincerely appreciate the opportunity to continue to work with your staff. Please feel free to contact us should you have any questions or would like to discuss our qualifications further.

Very truly yours,

**HAZEN AND SAWYER**



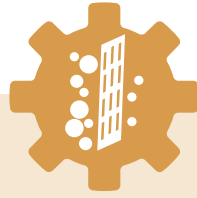
Patricia Carney, PE, DBIA, BCEE  
Project Director/Vice President



Janeen Wietgreffe, PE  
Project Manager/Associate Vice President



Protection  
of Public Health



Superior  
Technical  
Competence



Results in **Savings**  
to Plantation Citizens



B.1. Experience Designing and  
Permitting of Similar Utilities  
Facilities (Form 4 – Professional  
Personnel for Similar Projects)

FORM 4

Proposed Discipline: Scope A

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's Wastewater and Water Utilities projects that have been/is being accomplished by personnel that shall be assigned to the City's projects. List no more than ten (10) projects.

<p>4. <u>Project Name &amp; Location</u>  <b>Continuing Professional Services Agreement</b>  <b>Hallandale Beach, FL</b></p>		<p><u>Project Owners Name &amp; Address</u>                  City of Hallandale Beach                  630 Northwest 2nd Street                  Hallandale Beach, FL 33009</p>	
<p><u>Project Manager:</u> Janeen Wietgreffe, PE / Jennifer McMahon, PE /                  Jorge Atoche, PE / George Brown, PE</p>			
<p><u>Completion Date (Actual or Estimated)</u> This project is ongoing.</p>			
<p><u>Estimated Cost (In Thousands)</u></p>		<p><u>Project Owner's Contact Person, Title, &amp; Telephone Number</u></p>	
<p>Entire Project                  \$962,507 (fee-to-date)</p>	<p>Work for which firm was/is responsible                  \$962,507 (fee-to-date)</p>	<p>Steven Parkinson - Director of Public Works                  954.457.1611</p>	
<p><u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)                  Hazen is providing general consulting services for water treatment and wastewater transmission system projects under our current contract as well as under our previous general consulting services contract. General consulting services are provided on an as-requested basis and consist of engineering services ranging from studies, hydraulic models and master planning services through detailed design and construction oversight services.</p>			
<p><u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)                  Work assignments provided under this contract have included: Wastewater Master plan that defined both short- and long-range planning goals through the year 2035 (The City utilized this plan for adjustment of future CIP needs); 2014 Water and Wastewater Model Updates (the model updates project formulated the basis for the water improvements CIP and the wastewater transmission improvements CIP); Deep Injection Well Operating Permit 2015; Oasis Phase II Development Review; Biscayne Aquifer Modeling for Regional Water Availability Rule; Water Treatment Plant Infrastructure Assessment/Renewal and Replacement Planning; Operational Assistance FY 2018-2019; and Water Supply Plan Update 2019.</p>			
<p><u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Projects</u></p>			
<p>Janeen Wietgreffe, PE / Project Manager                  Jennifer McMahon, PE / Project Manager                  Jorge Atoche, PE / Project Manager                  George Brown, PE / Project Manager                  Patrick Davis, PE / Project Director                  Patricia Carney, PE / Technical Advisory Committee                  Shajan Joykuty, PE / Project Engineer                  Tara VanEyck, PE / Project Engineer                  Elie Andary, PE / Construction Manager</p>		<p>Robert Taylor, Jr., PE / Technical Advisory Committee                  Shajan Joykuty, PE / Project Engineer                  Albert Muniz, PE / Project Engineer                  Michael Wengrenovich, PE / Project Engineer                  Steven Lamb, PG / Professional Geologist                  Keith Dinnen, PE / Project Engineer                  Evan Curtis, PE / Project Engineer                  John Burke, PE / Project Engineer                  Bernard Steiger, PE / Project Engineer</p>	



FORM 4

Proposed Discipline: Scope A

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's Wastewater and Water Utilities projects that have been/is being accomplished by personnel that shall be assigned to the City's projects. List no more than ten (10) projects.

<p>4. <u>Project Name &amp; Location</u>  <b>City of Cooper City Continuing Professional Engineering Services                  (2009-Present)                  Cooper City, FL</b></p> <p><u>Project Manager:</u> Janeen Wietgreffe, PE / George Brown, PE</p>		<p><u>Project Owners Name &amp; Address</u>                  City of Cooper City Utilities Department                  11791 SW 49th Street                  Cooper City, FL 33330</p>	
<p><u>Completion Date (Actual or Estimated)</u> This project is ongoing.</p>			
<p><u>Estimated Cost (In Thousands)</u></p>		<p><u>Project Owner's Contact Person, Title, &amp; Telephone Number</u></p>	
<p>Entire Project                  \$2,198,442 (fee-to-date)</p>	<p>Work for which firm was/is responsible                  \$2,198,442 (fee-to-date)</p>	<p>Michael Bailey, PE - Utilities Director                  954.434.5519</p>	
<p><u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)                  Since 2009, Hazen has served as one of Cooper City's consultants for Continuing Professional Engineering Services. Work assignments under this contract encompass a range of disciplines including technical, institutional, and regulatory aspects of water, reclaimed water, wastewater, sanitary sewer, stormwater, and water and wastewater treatment facilities.</p>			
<p><u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)                  Projects have included the Pine Island Road Pump Station (provided design, permitting, bid/award phase, and construction oversight services); Lift Station 2 and 49 Improvements (overall project management for the design-build); Master Plan Update of the Feasibility Review of Infrastructure Improvements for Wastewater; Effluent Reuse and Disposal Master Plan; East WTP Tank Demolition; and Wastewater Treatment Facility, Aeration System Optimization Analysis (The report's recommendations concluded that a 41% reduction in aeration energy consumption and \$87,000 in electricity savings per year could be achieved for a payback period of approximately 7.1 years, by implementing the proposed improvements).</p>			
<p><u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Projects</u></p>			
<p>Janeen Wietgreffe, PE / Project Manager                  George Brown, PE / Project Manager                  Patrick Davis, PE / Project Director                  Shajan Joykutty, PE / Project Engineer                  Jorge Atoche, PE / Project Engineer</p>		<p>Alonso Griborio, PhD, PE / Technical Advisory Committee                  Elie Andary, PE / Construction Manager                  Ana Garcia, PE / Construction Manager                  Anthony Niemiec, EI / Project Engineer</p>	

FORM 4

Proposed Discipline: Scope A

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's Wastewater and Water Utilities projects that have been/is being accomplished by personnel that shall be assigned to the City's projects. List no more than ten (10) projects.

<p>4. <u>Project Name &amp; Location</u>  <b>General Wastewater and Water Engineering Services</b>  <b>Broward County, FL</b></p> <p><u>Project Manager:</u> Janeen Wietgreffe, PE</p>		<p><u>Project Owners Name &amp; Address</u>                  Broward County Water and Wastewater Services                  2555 West Copans Road                  Pompano Beach, FL 33069</p>
<p><u>Completion Date (Actual or Estimated)</u> This project is ongoing.</p>		
<p><u>Estimated Cost (In Thousands)</u></p>		<p><u>Project Owner's Contact Person, Title, &amp; Telephone Number</u></p>
<p>Entire Project                  \$17.98 million (fee-to-date for 2002 and 2008 agreements)</p>	<p>Work for which firm was/is responsible                  \$17.98 million (fee-to-date for 2002 and 2008 agreements)</p>	<p>Alan W. Garcia, PE - Director                  954.831.0705</p>
<p><u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)                  Hazen has provided general professional consulting services to Broward County Water and Wastewater Services under the 2002 and 2008 General Consulting agreements in the following areas: water and wastewater treatment plants; water collection and wastewater distribution; hydraulic modeling; pumping stations; water wells and effluent disposal wells; water reclamation; ocean science and marine engineering; financial studies; and regulatory assistance.</p>		
<p><u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)                  Hazen completed over 100 separate projects under the Agreements. Hazen is presently providing study, design, permitting, and/or construction management services for four water and wastewater projects under the 2008 Agreement.</p>		
<p><u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Projects</u></p>		
<p>Janeen Wietgreffe, PE / Project Manager                  Michael Wengrenovich, PE / Project Manager                  Patrick Davis, PE / Project Director                  Robert Anderson, PE / Project Engineer                  Daniel Schmidt, PE / Project Engineer                  George Brown, PE / Project Engineer                  John Burke, PE / Project Engineer                  Jean Paul Silva, PE / Project Engineer                  Patricia Carney, PE / Project Engineer                  Monique Durand, PE / Project Engineer</p>	<p>Shajan Joykutty, PE / Project Engineer                  Enrique Vadiveloo, PE / Technical Advisory Committee                  Jorge Atoche, PE / Project Engineer                  Alonso Griborio, PhD, PE / Project Engineer                  Tara VanEyck, PE / Project Engineer                  Eli Andary, PE / Construction Manager                  Ana Garcia, PE / Construction Manager                  Robert Taylor, Jr., PE / Technical Advisory Committee</p>	<p>Jennifer McMahon, PE / Project Engineer                  Guillermo Regalado, PE / Project Engineer                  Nandita Ahuja, PE / Project Engineer                  Albert Muniz, PE / Project Engineer                  Steven Lamb, PG / Professional Geologist                  Keith Dinnen, PE / Project Engineer                  Evan Curtis, PE / Project Engineer</p>

FORM 4

Proposed Discipline: Scope A

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's Wastewater and Water Utilities projects that have been/is being accomplished by personnel that shall be assigned to the City's projects. List no more than ten (10) projects.

4. <u>Project Name &amp; Location</u> <b>General Consulting Services</b> <b>Sunrise, FL</b>		<u>Project Owners Name &amp; Address</u> City of Sunrise 7777 Sawgrass Corporate Parkway Sunrise, FL 33325	
<u>Project Manager:</u> Robert Taylor, Jr., PE (Project Director) / Patricia Carney, PE (Project Manager)			
<u>Completion Date (Actual or Estimated)</u> This project is ongoing.			
<u>Estimated Cost (In Thousands)</u>		<u>Project Owner's Contact Person, Title, &amp; Telephone Number</u>	
Entire Project \$4.2 million (fee-to-date)	Work for which firm was/is responsible \$4.2 million (fee-to-date)	Timothy Welch, PE, Director of Utilities 954.888.6055	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible) Hazen has served as the professional engineering consultant to the City of Sunrise on wastewater infrastructure projects since 2004. Services have included planning, design, permitting, construction management, and startup services.			
<u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible) Work assignments provided under this contract have included: a Master Plan; Hydraulic Modeling; Standard Specifications; Clarifier Scum Improvements; Southwest Wastewater Treatment Plant Renewal and Replacement and High Level Disinfection Improvements; Lift Station Upgrades and Force Main Design; and Injection Well Pumping System.			
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Projects</u> Robert Taylor, Jr., PE / Project Director Jennifer McMahon, PE / Project Engineer Patricia Carney, PE / Project Manager Keith Dinnen, PE / Project Engineer Evan Curtis, PE / Project Engineer John Burke, PE / Project Engineer			

FORM 4

Proposed Discipline: Scope A

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's Wastewater and Water Utilities projects that have been/is being accomplished by personnel that shall be assigned to the City's projects. List no more than ten (10) projects.

<p>4. <u>Project Name &amp; Location</u>  <b>City of Plantation Continuing Consulting Engineering Services                  Plantation, FL</b></p> <p><u>Project Manager:</u> Janeen Wietgreffe, PE</p>		<p><u>Project Owners Name &amp; Address</u>                  City of Plantation                  400 NW 73rd Avenue                  Plantation, FL 33317</p>	
<p><u>Completion Date (Actual or Estimated)</u>      This project is ongoing.</p>			
<p><u>Estimated Cost (In Thousands)</u></p>		<p><u>Project Owner's Contact Person, Title, &amp;                  Telephone Number</u></p>	
<p>Entire Project                  \$9.3 million</p>	<p>Work for which firm was/is                  responsible                  \$9.3 million</p>	<p>Ronald R. Eyma, PE, Utilities Director                  954.797.228</p>	
<p><u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)                  Hazen has been providing general professional consulting engineering services to the City of Plantation since 2000. Services include studies, design, permitting and construction management services in both water and wastewater including water and wastewater treatment plants, collection systems, distribution systems and neighborhood improvement projects.</p>			
<p><u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)                  Work assignments provided under this contract have included: East and Central Water Treatment Plants Membrane Replacement (The membrane replacement resulted in energy savings of about 35%-45% at the EWTP and CWTP); Water Master Plan (Model results are being used to prioritize capital improvement projects targeting the replacement of aging infrastructure, as well as for the evaluation of operational alternatives designed to reduce pumping energy costs); Diffused Aeration (Hazen completed an Energy Savings Analysis that projected the City would increase the efficiency of their aeration process and save over \$200,000 annually in electricity costs); East and Central WTPs Scale Inhibitor Pilot Testing; 12-mgd Membrane Softening Plant Expansion.</p>			
<p><u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Projects</u></p>			
<p>Patricia Carney, PE / Technical Advisory Committee                  Janeen Wietgreffe, PE / Project Manager                  Monique Durand, PE / Project Manager                  Patrick Davis, PE / Project Director                  Shajan Joykutty, PE / Technical Advisory Committee                  Enrique Vadiveloo, PE / Technical Advisory Committee                  Jorge Atoche, PE / Project Manager                  Alonso Griborio, PhD, PE / Project Manager</p>	<p>Tara VanEyck, PE / Project Engineer                  Elie Andary, PE / Construction Manager                  Ana Garcia, PE / Construction Manager                  Anthony Niemiec, Jr., PE / Construction Manager                  Jean Paul Silva, PE / Project Engineer                  Jennifer McMahan, PE / Project Engineer                  Lucia Medina, PE / Project Engineer                  James Stoner, PSM / Process Safety Mgmt.                  Guillermo Regalado, PE / Project Engineer                  Nandita Ahuja, PE / Project Engineer                  George Brown, PE / Project Engineer</p>	<p>Kyle Ringger, EI / Project Engineer                  Bernard Steiger, PE / Project Engineer                  Albert Muniz, PE / Project Engineer                  Michael Wengrenovich, PE / Project Manager                  Steven Lamb, PG / Professional Geologist                  Keith Dinnen, PE / Project Engineer                  Evan Curtis, PE / Project Engineer                  John Burke, PE / Project Engineer                  James Broad / Project Engineer                  Grace Johns, PhD / Economics</p>	

FORM 4

Proposed Discipline: Scope A

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's Wastewater and Water Utilities projects that have been/is being accomplished by personnel that shall be assigned to the City's projects. List no more than ten (10) projects.

4. <u>Project Name &amp; Location</u> <b>General Water Consultant Agreement</b> <b>Fort Lauderdale, FL</b>		<u>Project Owners Name &amp; Address</u> City of Fort Lauderdale 949 NW 38th Street Oakland Park, FL 33309	
<u>Project Manager:</u> George Brown, PE			
<u>Completion Date (Actual or Estimated)</u> This project is ongoing.			
<u>Estimated Cost (In Thousands)</u>		<u>Project Owner's Contact Person, Title, &amp; Telephone Number</u>	
Entire Project \$20, 490,969 (fee-to-date)	Work for which firm was/is responsible \$20, 490,969 (fee-to-date)	Miguel Arroyo - Water/Wastewater Treatment Manager / 954.828.7806	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible) Hazen has been providing general water engineering services to the City of Fort Lauderdale Utilities Department under a general consultant contract since 1998.			
<u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible) Work assignments provided under this contract have included: Fiveash WTP HS Pumps; Fiveash WTP Upgrades; Fiveash WTP Operational Control Plan Design; Poinciana Park and 2nd Ave. Storage Tank and PS Replacements Design and Construction Services; Saltwater Intrusion Monitoring; Fiveash WTP BODR Study; Water Master Plan 2006 Update; Peele-Dixie Membrane Procurement Bid Package Study; Dixie Wellfield Modeling; Peele-Dixie WTP Hourly Tasks for Construction Field Services; Fiveash WTP Consolidated Phase 1 Construction Services; Dixie Wellfield Design and Construction Services; South Andrews Avenue Water Main Improvements; and Peele-Dixie Membrane Softening WTP Design and Construction Services.			
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City 's Projects</u> George Brown, PE / Project Manager Patrick Davis, PE / Project Director Janeen Wietgreffe, PE / Project Engineer Shajan Joykutty, PE / Project Engineer Jorge Atoche, PE / Project Engineer Shajan Joykutty, PE / Project Engineer Jennifer McMahon, PE / Project Engineer			

FORM 4

Proposed Discipline: Scope A

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's Wastewater and Water Utilities projects that have been/is being accomplished by personnel that shall be assigned to the City's projects. List no more than ten (10) projects.

<p>4. <u>Project Name &amp; Location</u>  <b>City of Hollywood General Consultant Services (1984-Present)</b>  <b>Hollywood, FL</b></p> <p><u>Project Manager:</u> Patrick Davis, PE (Project Director)</p>		<p><u>Project Owners Name &amp; Address</u>                  City of Hollywood                  Post Office Box 229045                  Hollywood, FL 33022-9045</p>	
<p><u>Completion Date (Actual or Estimated)</u> This project is ongoing.</p>			
<p><u>Estimated Cost (In Thousands)</u></p>		<p><u>Project Owner's Contact Person, Title, &amp; Telephone Number</u></p>	
<p>Entire Project                  \$1.3 million to date, estimated</p>	<p>Work for which firm was/is responsible                  \$1.3 million to date, estimated</p>	<p>Francois A. Domond, PE - Senior Project Manager                  954.921.3930</p>	
<p><u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)                  Since 1984, the firm has been providing general engineering consultant (GEC) services for water treatment plant (WTP) and wastewater treatment plant (WWTP) projects to the City. Projects have included numerous projects for the City's wastewater plant, wastewater collection and transmission system, and reuse transmission system; Pump Station Upgrades and Replacement; Stormwater Management Program; Stormwater Utility; Ocean Outfall Services; and instrumentation and controls.</p>			
<p><u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)                  Selected projects at Southern Regional WWTP include: Reuse Water System Expansion Phase 2 (Update of the City's reuse hydraulic model and replacement of existing reuse pumps to provide flexibility to better serve existing customers on demand with provisions to serve additional future customers); Headworks Rehabilitation and Replacement; Clarifier Nos. 5-8 Flow Distribution Box Rehabilitation; PLC System Upgrade; Aquifer Recharge Pilot Study; and Reclaimed Water projects.</p>			
<p><u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Projects</u></p>			
<p>Patrick Davis, PE / Project Director                  Patricia Carney, PE / Technical Advisory Committee                  Enrique Vadiveloo, PE / Technical Advisory Committee                  Robert Taylor, Jr., PE / Technical Advisory Committee</p>		<p>Shajan Joykutty, PE / Technical Advisory Committee                  Janeen Wietgreffe, PE / Project Engineer                  Tara VanEyck, PE / Project Engineer                  Jennifer McMahon, PE / Project Engineer</p>	

FORM 4

Proposed Discipline: Scope A

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's Wastewater and Water Utilities projects that have been/is being accomplished by personnel that shall be assigned to the City's projects. List no more than ten (10) projects.

4. <u>Project Name &amp; Location</u> <b>Professional Engineering Services for Stormwater and Water Capital Improvements</b> <b>Jupiter, FL</b>		<u>Project Owners Name &amp; Address</u> Town of Jupiter 210 Military Trail Jupiter, FL 33458	
<u>Project Manager:</u> Robert Taylor, Jr., PE			
<u>Completion Date (Actual or Estimated)</u> This project is ongoing.			
<u>Estimated Cost (In Thousands)</u>		<u>Project Owner's Contact Person, Title, &amp; Telephone Number</u>	
Entire Project \$6.3 million (fees to date, stormwater and water)	Work for which firm was/is responsible \$6.3 million (fees to date, stormwater and water)	David Brown - Director of Utilities 561.746.5134	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible) As General Stormwater and Water Consultant, Hazen has provided services related to master planning, stormwater planning and modeling, design, NPDES permitting, asset management, rate/financial analysis, plan review, and construction oversight, among many others services.			
<u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible) Hazen largely acted as a Program Manager and extension of Town staff, assisting the Town with implementation of its Capital Projects, helping coordinate Town infrastructure with that of the development of community and sister governments, and assisting with the oversight of numerous utility-related programs and initiatives. Hazen's stormwater-related capital improvement projects have included green and grey infrastructure to address flooding and water quality issues, multiple stormwater pump stations to address flood control, various types of BMPs, and operable control structures.			
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Projects</u>			
Robert Taylor, Jr., PE / Project Director	Samuel Smith, PE / Project Engineer		
John Koroshec, PE / QA/QC	Jean Paul Silva, PE / Project Engineer		
Joseph Franko, PE / Project Engineer	Evan Curtis, PE / Project Engineer		
Albert Muniz, PE / QA/QC	Lucia Medina, PE / Project Engineer		
George Brown, PE / Project Engineer	Janeen Wietgreffe, PE / Project Engineer		
Jennifer McMahon, PE / Project Engineer			

FORM 4

Proposed Discipline: Scope A

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's Wastewater and Water Utilities projects that have been/is being accomplished by personnel that shall be assigned to the City's projects. List no more than ten (10) projects.

<p>4. <u>Project Name &amp; Location</u>  <b>City of Miramar Wastewater Reclamation Facility Reuse Expansion, Miramar, FL</b></p>		<p><u>Project Owners Name &amp; Address</u>                  City of Miramar                  2300 Civic Center Place                  Miramar, FL 33025</p>	
<p><u>Project Manager:</u> Jennifer McMahon, PE (Project Manager - reuse expansion to 4mgd; Lead Design Engineer for expansion to 7.5 mgd)</p>			
<p><u>Completion Date (Actual or Estimated)</u> Expansion to 7.5 mgd is currently under construction.</p>			
<p><u>Estimated Cost (In Thousands)</u></p>		<p><u>Project Owner's Contact Person, Title, &amp; Telephone Number</u></p>	
<p>Entire Project                  \$4.1 million (expansion to 4 mgd), \$5.5 million (Phase I Expansion to 7.5 mgd)</p>	<p>Work for which firm was/is responsible                  \$4.1 million; \$5.5 million</p>	<p>Vernon E. Hargray, Assistant City Manager                  (954) 602-3333</p>	
<p><u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)                  Since the 1990s, Hazen has been involved in the planning, design, permitting, and construction at the City of Miramar's Wastewater Reclamation Facility (WWRF).</p>			
<p><u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)                  Hazen provided construction and startup assistance for the original WWRF and the 2-mgd expansion of the WWRF reclaimed water facilities. Additionally, we developed the original reclaimed distribution water system model as well as provided planning and design of the reuse distribution zone 2 expansion. Most recently, Hazen provided detailed design, permitting, and bid services for the WWRF Reclaimed Water Expansion Phase I project, which will expand the existing 5-mgd reclaimed water treatment and distribution processes to 7.5 mgd.</p>			
<p><u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Projects</u></p>			
<p>Jennifer McMahon, PE / Project Manager for reuse expansion to 4 mgd; Lead Design Engineer for expansion to 7.5 mgd)</p>		<p>Keith Dinnen, PE / Project Engineer</p>	
<p>Patrick Davis, PE / Project Director</p>		<p>Evan Curtis, PE / QA/QC</p>	
<p>Monique Durand, PE / Project Engineer</p>		<p>John Burke, PE / Project Engineer</p>	
<p>Alonso Griborio, PhD, PE, / Project Engineer</p>		<p>Jean Paul Silva, PE / Project Engineer</p>	



FORM 4

Proposed Discipline: Scope A

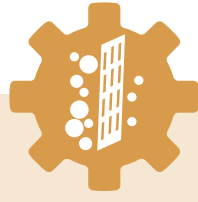
PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's Wastewater and Water Utilities projects that have been/is being accomplished by personnel that shall be assigned to the City's projects. List no more than ten (10) projects.

<p>4. <u>Project Name &amp; Location</u>  <b>North Regional Wastewater Treatment Plant Facility Improvements, Broward County, FL</b></p> <p><u>Project Manager:</u> Janeen Wietgreffe, PE</p>		<p><u>Project Owners Name &amp; Address</u>                  Broward County Water and Wastewater Services                  2555 West Copans Road                  Pompano Beach, FL 33069</p>
<p><u>Completion Date (Actual or Estimated)</u> This project is ongoing.</p>		
<p><u>Estimated Cost (In Thousands)</u></p>		<p><u>Project Owner's Contact Person, Title, &amp; Telephone Number</u></p>
<p>Entire Project                  \$135 million (construction)</p>	<p>Work for which firm was/is responsible                  \$135 million (construction)</p>	<p>Alan Garcia, PE, Director                  (954) 831-0705</p>
<p><u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)                  Hazen was selected by Broward County Water and Wastewater Services (BCWWS) to provide engineering services for facility improvements for the North Regional Wastewater Treatment Plant (NRWWTP).</p>		
<p><u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)                  This multi-faceted project includes several phases from selective studies and overall planning to detailed design through construction management services, designated as follows: Phase I – Risk/Security Assessment (in compliance with the J100 standard of the AWWA); Phase IIA – Condition Assessment; Phase IIB&amp;C – Facilities Plan and Capital Improvement Plan; Phase III – Design; Phase IV– Engineering Services during Construction; Phase V – Regulatory Assistance</p>		
<p><u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Projects</u>                  Janeen Wietgreffe, PE / Project Manager                  Robert Taylor, Jr., PE/QC                  George Brown, PE/Lead Engineer (Condition Assessment)                  Jennifer McMahon, PE/Design Manager (Biological)                  Alonso Griborio, PhD, PE/Lead Engineer (Process)                  Tara VanEyck, PE/Lead Engineer (Regulatory)</p>		



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## D Staffing Plan

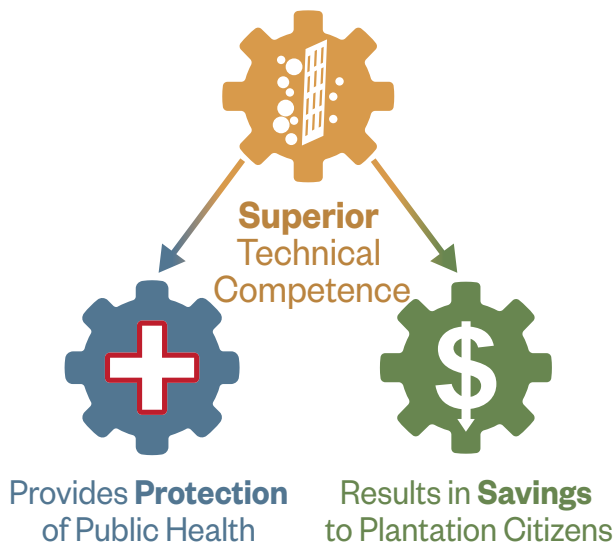
## Section D

# Staffing Plan

*Hazen provides core staff members who are vastly experienced in South Florida, balancing the requirements of providing continuous protection of public health and safety while ensuring that cost-effective improvements are implemented.*

The staff selected for this contract have demonstrated technical competence in water and wastewater projects within Plantation and throughout Southeast Florida.

**All of our core members are local South Florida staff**, which is a significant benefit to the City of Plantation, as the team is experienced with treating and permitting the Biscayne and Floridan aquifers as well as understands wastewater treatment and permitting complexities.



We have assembled a qualified team to serve the City of Plantation, as demonstrated in the organizational chart above. All of our core members are local South Florida staff, which is a significant benefit to the City of Plantation as the team is very experienced with treating the Biscayne and Floridan aquifers. Our team leadership is further strengthened by seasoned technical and subject matter experts (in all disciplines needed), who have performed numerous projects of a similar nature.

Our proposed Project Manager, **Janeen Wietgreffe, PE**, is an Associate Vice President of the firm with over 24 years of experience in the field of water and wastewater engineering, with over 18 years working on City of Plantation projects. Our Project Director, **Patricia Carney, PE**, is a Vice President with over 28 years of utility expertise in the South Florida area, and more specifically, participated in the design of the odor control at the City's Regional WWTP. Our proposed Deputy Project Manager, **Monique Durand, PE**, is an Associate with over 13 years of experience in South Florida, most recently leading the City's Water Master Plan.

Both will be assisted by our Technical Advisors led by **Patrick Davis, PE**, a Vice President with over 38 years directing projects. All Hazen projects are reviewed for quality assurance throughout development. The review process includes a forum for the discussion and resolution of major issues as well as a peer review process. Our belief is that such projects require leadership of senior personnel with a great deal of specific expertise.

## Organizational Chart

The Hazen team understands that clients select consultants based on team qualifications, and we have proposed the following individuals who will work on your project—individuals who have worked together on multiple general consulting assignment right here in South Florida.



### SUBCONSULTANTS

<sup>1</sup> Grandusky, Lamb and Associates

<sup>2</sup> Stoner & Associates

## Staff Bios

A brief description of the qualifications and proven performance of key staff on the organizational chart follows. Detailed resumes for all personnel are also included after this section in Sub-section E.



Janeen Wietgreffe, PE  
**Project Manager**  
**Office:** Hollywood, FL

- 18 years experience with the City of Plantation providing continuity for the City, maximizing efficiencies in design efforts.
- Currently serves as Project Manager for Plantation’s water and wastewater services general consulting contract.
- Managed the design of four membrane plants: City of Plantation East WTP 6-mgd expansion, City of Fort Lauderdale Peele-Dixie 12-mgd Membrane Plant, City of Hallandale Beach 6 mgd Membrane Plant, and Town of Jupiter 17 mgd Nanofiltration Facility
- Has performed as project manager and/or process mechanical engineer for other Southeast Florida general consulting projects.



Patricia Carney, PE,  
 DBIA, BCEE  
**Principal-in-Charge**  
**Office:** Ft. Lauderdale, FL

- Design Manager and Lead Process Mechanical Engineer for the design of odor control improvements for the Plantation Regional WWTP.
- Won multiple Design Build Institute of America (DBIA) awards for her design achievements, including awards for Miami-Dade County Government Cut Utility Relocation Project and the Bear Cut Bridge and West Bridges Emergency Water Main Relocation project.
- Served as Project Engineer for the development of a Design Criteria Package (DCP) for expansion of the Salitre Wastewater Treatment Plant (Bogota, Colombia) from a 90-mgd primary treatment plant to a 160-mgd plant, providing both primary and secondary treatment.



Monique Durand, PE  
**Deputy Project Manager**  
**Office:** Hollywood, FL

- Project Engineer and/or Project Manager for multiple Plantation projects including development and implementation of a Plan of Study (POS), Spray Irrigation BODR, groundwater rule compliance, improvements to the Chemical Storage Facility at the East Water Treatment Plant, Water Supply Facilities Work Plan Update, and Water Master Plan.
- Served as Project Engineer for design of improvements to the solids handling systems for the Sawgrass WWTP and the Springtree WWTP in the City of Sunrise.
- Project Manager for development of a Design Criteria Package for Reclaimed Water Canal Crossing for the City of Margate, FL

- Over 38 years experience in South Florida managing complex utility projects.
- Works closely with State and Federal Regulatory Agency officials on permitting and policy issues.
- Directed over \$900 million of Florida water and wastewater projects during the last decade.
- Served as Project Director for numerous large projects in Florida, including multiple Plantation projects such as the Plantation WTP 6-mgd membrane plant expansion and the diffused aeration and odor control at the Regional WWTP.

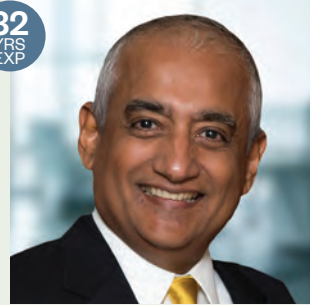
38  
YRS  
EXP



**Patrick Davis, PE**  
**Technical Advisor Office:**  
Fort Lauderdale, FL

- 32 years of experience almost entirely in structural engineering, with a focus on the water and wastewater market.
- Structural technical expert, offering advice on structural engineering issues that arise during design and construction.
- Served as Program Manager on multiple assignments, including the Zarqa Water and Wastewater Network Projects—a component of the highly successful \$275-million MCC Jordan Compact.
- Extensive experience with design-build projects including \$150-million Biwater Dominican Republic water supply and Miami-Dade County Government Cut Utility Relocation Project.

32  
YRS  
EXP



**Shajan Joykutty, PE**  
**Technical Advisor**  
**Office:** Hollywood, FL

- Specializes in advanced wastewater process design serving as Hazen's Southeast Region Water Reuse Practice Leader.
- Project Manager for Plantation's dual membrane reuse pilot project, which demonstrated compliance with some of the most stringent nutrient requirements in the country.
- Project Engineer for the Miami-Dade County's South District Water Reclamation Plant Project which piloted and designed a 21-mgd indirect potable reuse plant.
- Project Engineer for the Broward County Regional Reuse Master Plan which identified and analyzed reuse options for 28 municipalities and 13 wastewater treatment plants serving the entirety of Broward County (1 million + residents).

12  
YRS  
EXP



**Enrique Vadiveloo, PE,**  
**ENV SP**  
**Technical Advisor/**  
**Reclaimed Water**  
**Office:** Hollywood, FL



16  
YRS  
EXP

**Jorge Atoche, PE**  
**Water Lead**  
**Office:** Hollywood, FL

- Served as Project Engineer for the Plantation’s Gulfstream Wastewater Master Pump Station, Regional WWTP Improvements, Plantation East and Central WTPs Scale Inhibitor Pilot Testing, and Plantation East and Central Water Treatment Plants Membrane Replacement Project
- Currently providing operational assistance to the City of Hallandale Beach membrane plant.
- Provides hands-on pilot testing and operational assistance for Hazen’s South Florida membrane facilities projects



22  
YRS  
EXP

**Alonso Griborio, PhD, PE**  
**Wastewater Lead**  
**Office:** Hollywood, FL

- International recognized expert in wastewater treatment plant modeling and optimization.
- Project Manager/Engineer for Plantation’s Regional WWTP Improvements.
- Extensive experience on computer applications such as 2Dc, BioWin, InfoWorks, WaterCAD, SewerCAD and Surge2000.
- Lead Project Engineer for the Broward County NRWTP Plant Biological Nutrient Removal Pilot Program, which demonstrated that 70% removal in total nitrogen and total phosphorus could be achieved with no capital expenditures.



33  
YRS  
EXP

**Robert Taylor, Jr, PE**  
**Climate Change/  
Sustainability/  
Resilience Lead**  
**Office:** Ft. Lauderdale, FL

- Experience with the SE Florida Climate Change Compact through work on four climate change projects in Florida for which he serves/served as Project Manager
- Serves as PM for Fort Lauderdale’s Stormwater Management Program: Addresses resiliency under the Southeast Florida Regional Climate Change Compact projections for sea-level rise.
- Experience with water quality, drinking water distribution systems, and wastewater collection and conveyance systems: Directed stormwater system improvements for the Town of Jupiter, including installation of drainage conveyance systems.
- Experience developing sea level rise mitigation and stormwater management plan: Directed the development of a Rapid Action Plan to address the impacts of sea-level rise in Miami-Dade County and Vulnerability Analysis for the City of Hollywood (ongoing).



**Tara VanEyck, PE | Project Engineer/Permitting**

**Office:** Hollywood, FL

Over 12 years of engineering experience in a variety of water/wastewater/reuse treatment and sanitary sewer projects, from master planning to piloting, design, permitting, and construction management services. For the City of Plantation Regional WWTP Upgrades, Ms. VanEyck performed project permitting, engineering services during construction, and coordination with County and City departments.

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**Elie Andary, PE | Lead: Construction Management**

**Office:** Hollywood, FL

For the Plantation Regional WWTP, he served as Construction Manager for construction of Laboratory Building and fine bubble diffused aeration system. He also served as the Resident Assistant Project Engineer for the expansion of the Broward County North Regional Wastewater Treatment Plant and Construction Manager for the expansion of the Miami-Dade County's South District WWTP.

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**Jennifer McMahon, PE | Lead: Civil Engineering; Process Mechanical Support**

**Office:** Hollywood, FL

Extensive experience in the design and construction of water and wastewater infrastructure. Currently providing technical support and cost estimating services for the Water Master Plan for the City of Plantation. Served as Project Engineer for a Plantation Design Criteria Package for Pipeline Crossings by HDD. Recent biosolids projects include Broward County's \$64M NRWWTP Facility Improvements Phase III (3) Solids Design.

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**Guillermo Regalado, PE | Lead: Hydraulic Modeling**

**Office:** Hollywood, FL

Wastewater, water, stormwater and water resources modeling team leader and project director for a variety of wastewater, water resources, water supply, watershed management, stormwater management, and restoration and conservation projects in South Florida. Expertise includes the application of hydraulic, hydrologic and water quality engineering models to both large and small-scale projects. Currently the Technical leader for the development of the InfoWater model for Plantation Water Master Plan.

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**John Koroshec, PE | Lead: Wastewater Process/Mechanical**  
**Office:** Boca Raton, FL

As Hazen’s corporate wastewater mechanical design group representative for the Southeast region, Mr. Koroshec has participated and managed the planning, permitting, design, and construction phases of numerous wastewater projects. He has served as Project Manager throughout Florida for wastewater assignments ranging between \$5 million and \$40 million in construction costs.



**George Brown, PE | Lead: Water Process/Mechanical**  
**Office:** Hollywood, FL

Project Manager and Mechanical Engineer-of-Record for study, design, permitting, and technical services during construction of water treatment plant rehabilitation, pump stations, pipelines, and groundwater supply well projects in Florida. Project Manager for water and sewer master plans for multiple utilities. Developed sustainable alternative water supply plans for clients including Fort Lauderdale, Hallandale Beach, and Stuart.



**Steven Lamb, PG | Lead: Hydrogeology**  
**Office:** West Palm Beach, FL

More than 41 years of experience in groundwater and water use issues, including 30 years in Florida. He previously served as Director of Regulation and Director of Water Use Permitting for the SFWMD. Experience includes the Conceptual Feasibility of a Sub Regional Lower East Coast Water Supply Solution for the Fort Lauderdale and the L-8 and C-51 Reservoir Project for Palm Beach Aggregates.





**John Burke, PE | Lead: Electrical**

**Office:** Jacksonville, FL

Experience providing complete electrical design and construction management for new and modified water and wastewater treatment plants. Lead Electrical Engineer for Plantation’s Gulfstream Master Pump Station Conversion and Regional WWTP’s conversion from mechanical aeration to diffused aeration as well as odor control improvements. Electrical Engineer for Miami-Dade County’s 285-mgd (peak flow) High Level Disinfection (facility).

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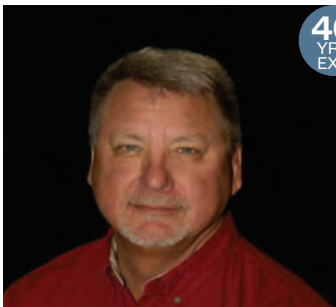


**Bernard Steiger, PE | Lead: HVAC/Plumbing**

**Office:** Tampa, FL

Responsible for design and quality control of drawings and specifications for heating, ventilating and air conditioning systems and plumbing systems. Expert in energy conservation and operating cost reduction programs. Designed HVAC and plumbing systems for Plantation’s New Wastewater Treatment Laboratory. Other HVAC/plumbing work includes the Hillsborough County Falkenburg AWTP Sludge Dewatering Upgrade and Sunrise Biosolids Management Improvements Project.

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**James Stoner, PSM | Lead: Survey/Mapping**

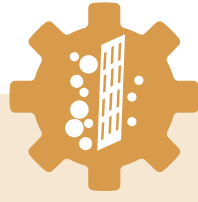
**Office:** Davie, FL

More than 40 years of surveying experience in South Florida, 30 of which includes working in Plantation. He is responsible for the supervision of both small- and large-scale surveying projects. For Plantation, he prepared a boundary, topographic, utility and tree survey of the 28.77-acre WWTP facility. Over 350 trees were located with each tree tagged and identified with species and trunk diameter noted. Subsurface utilities were designated with the locations plotted on the survey drawings.

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## I Location of Company

## Section I

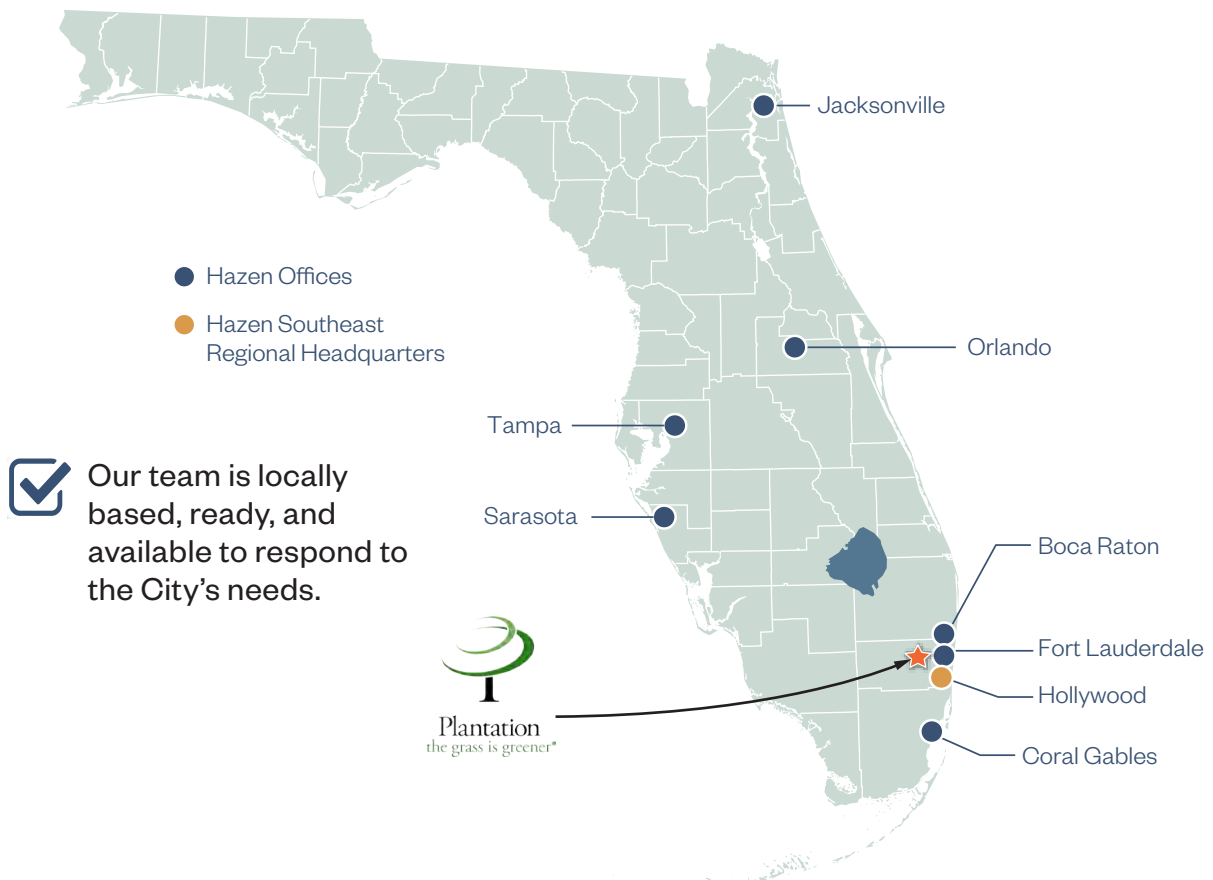
# Location of Company

*To provide the City with a team that can respond in an expeditious manner, key staff members will perform services from Hazen’s Fort Lauderdale (4.1 miles) and Hollywood (5.6 miles) offices.*





Hazen has been serving the City of Plantation from its Hollywood office since 2001. A majority of our proposed team members are based in this office to provide quality and responsive services. Work assignments will also be performed from our Fort Lauderdale branch office, which is 4.1 miles from the City limits.

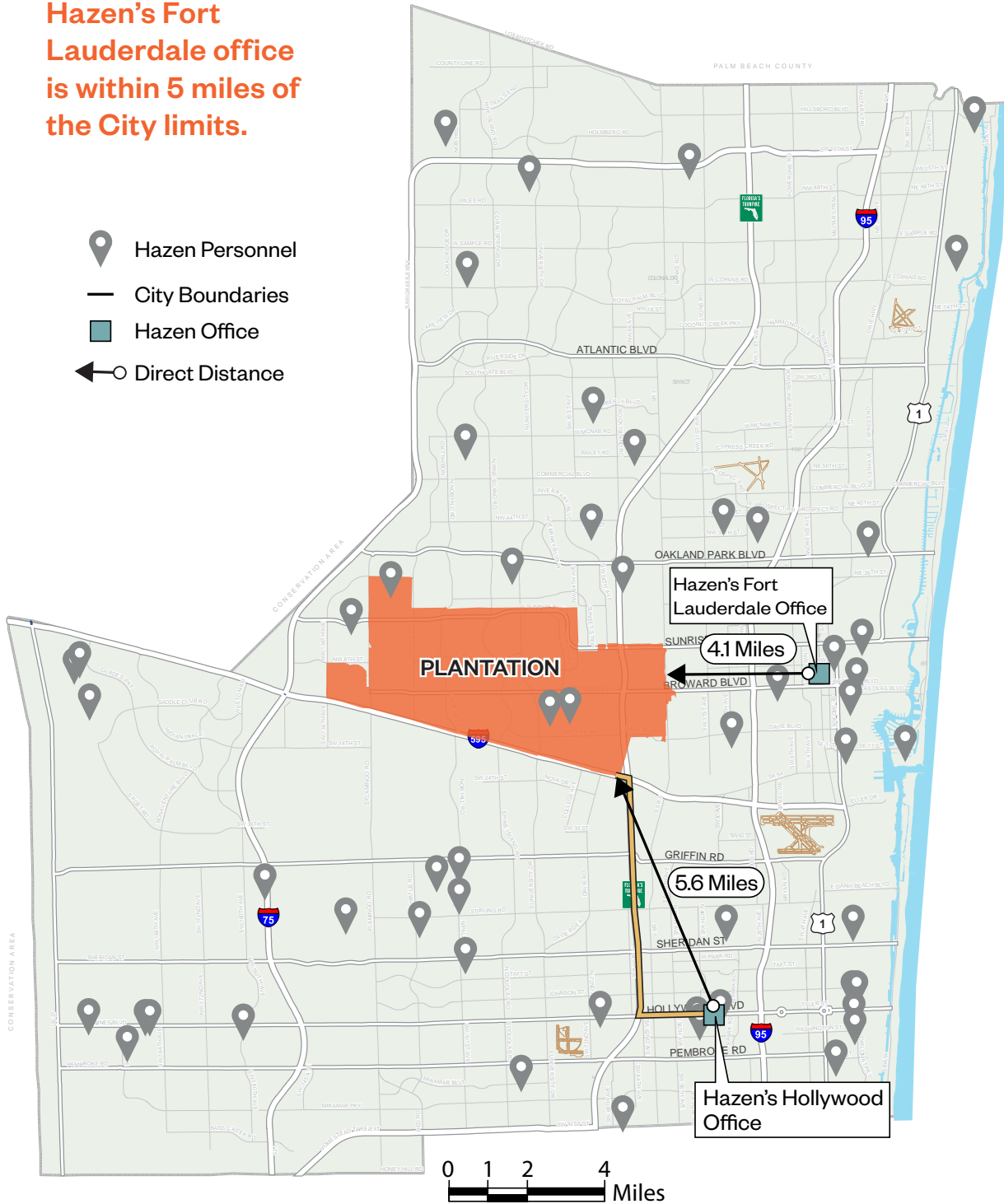
The graphic on the next page shows the residences of our Hollywood office staff as well as our Broward office locations in relation to the city limits.

**Hazen has offices strategically located throughout Florida to provide full engineering services to our local clientele.**



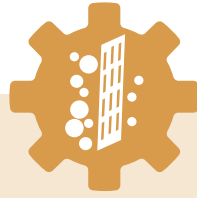
**Hazen's Fort Lauderdale office is within 5 miles of the City limits.**

-  Hazen Personnel
-  City Boundaries
-  Hazen Office
-  Direct Distance





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## L Summary Statement of Citations, Violations, and Litigation

**Section L**

# Summary Statement of Citations, Violations, and Litigation

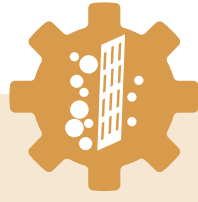
*The table below includes a listing of professional liability litigation claims (existing or continuing within the last five years), including disposition or current status. Hazen does not have any citations or violations within the last five years.*

**Professional Liability Claims**

	<b>Description</b>	<b>Claim Date</b>	<b>Date Closed</b>	<b>Status</b>	<b>Identification Number</b>	<b>Court</b>
R. J. Sullivan Corp., a Florida Corporation v. Hazen and Sawyer, P.C.	City requested Hazen to investigate excessive noise from Contractor-selected pumps. Hazen determined pump manufacturer bearing issues. Contractor sued Hazen.	5/7/14	8/29/18	Judgment against Hazen	Case CACE-14-008682(05)	The Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida
Cecil Dwayne Whitson, Doing Business as Stately Scapes v. Hazen and Sawyer, P.C.	Contractor alleged negligence in connection with the construction of a retaining wall.	6/29/17	02/05/18	Settled	Civil Action No. 3:17-CV-988	United States District Court for the Middle District of Tennessee



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## TAB 5 FORMS/LICENSES



## **Section No. 5**

# **Forms/Licenses**

- Drug-Free Workplace
- Public Entity Crimes
- Non-Collusion Certification
- Firm's Certification
- Cooperation with Broward Office of Inspector General
- Scrutinized Company Certification
- Public Records Compliance Certification Form
- Form A-1 Conflict of Interest Disclosure
- Firm Profile Form
- Form 3 – Team Composition
- Form 4 - Professional Experience Personnel for Similar Projects
- Form 5 – Prime Consultant's Volume of Work for the City of Plantation
- Form 6 – Additional Information
- Insurance Requirements
- Truth in Negotiations
- Addenda
- Insurance Declaration Pages
- Professional and Business Licenses



# DRUG-FREE WORKPLACE

## STATEMENT UNDER SECTION 287.087 FLORIDA STATUTES

### TO BE RETURNED WITH PROPOSAL

Preference must be given to FIRMS submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Patricia Carney  
Signature

Patricia Carney, PE, Vice President  
Printed Name

Hazen and Sawyer  
Company Name

4/10/2019  
Date

# PUBLIC ENTITY CRIMES

Fill in Form

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

### TO BE RETURNED WITH PROPOSAL

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for [ City of Plantation ].
2. This sworn statement is submitted by [ Hazen and Sawyer ] (entity submitting sworn statement), whose business address is [ 4000 Hollywood Boulevard, 750N, Hollywood, FL 3302 ] and its Federal Employer Identification Number (FEIN) is [ 13-2904652 ]. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: [ N/A ]).
3. My name is [ Patricia Carney, PE ] (please print name of individual signing), and my relationship to the entity named above is [ Vice President ].
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; or
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes

# PUBLIC ENTITY CRIMES

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)


Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

 ]  
(Signature)

4/10/2019 ]  
(Date)

**PUBLIC ENTITY CRIMES**

Fill in Form

**For Individual:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did (did not) take oath.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**For a Corporation**

STATE OF Florida

COUNTY OF Broward

The forgoing instrument was acknowledged before me this 10th day of April, 2019, by Patricia Carney, PE (Name) Vice President (Title) of Hazen and Sawyer (name of Corporation acknowledging) on behalf of the corporation. They are personally known to me or has produced Personally known (type of identification) as identification.

  
\_\_\_\_\_  
NOTARY PUBLIC Lisa Grant

My Commission Expires: 11/26/2022




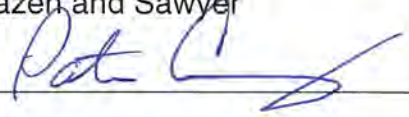

# NON-COLLUSION CERTIFICATION

## TO BE RETURNED WITH PROPOSAL

By signing and submitting this bid, the FIRM certifies that this bid is made independently and free from collusion.

FIRM shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the FIRM's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the FIRM, or if they otherwise stand to personally gain if the contract is awarded to this FIRM.

**Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the FIRM does not indicate any names, the CITY shall interpret this to mean that the FIRM has indicated that no such relationships exist. Failure of a FIRM to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

	<u>NAME</u>	<u>RELATIONSHIP</u>
	N/A	
<b>Witnesses:</b>		<b>FIRM: Hazen and Sawyer</b>
 Typed name: Romina Raffo		By:  Name: Patricia Carney, PE
 Typed name: Carmen Gilotte		Title: Vice President

# NON-COLLUSION CERTIFICATION

Fill in Form

**For Individual:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did (did not) take oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**For a Corporation**

STATE OF Florida

COUNTY OF Broward

The forgoing instrument was acknowledged before me this 10th day of April, 2019, by Patricia Carney, PE (Name) Vice President (Title) of Hazen and Sawyer (name of Corporation acknowledging) on behalf of the corporation. They are personally known to me or has produced Personally known (type of identification) as identification.

  
\_\_\_\_\_  
NOTARY PUBLIC      Lisa Grant

My Commission Expires: 11/26/2022





FIRM'S CERTIFICATION

Fill in Form

WHEN FIRM IS A CORPORATION

IN WITNESS WHEREOF, the FIRM hereto has executed this Form this 10th day of April, 2019.



(CORPORATE)

ATTEST

By Robert Taylor, Jr., PE Secretary

Hazen and Sawyer

Printed Name of Corporation

New York

Printed State of Incorporation

By:

Signature of Patricia Carney, PE

Signature of President or other authorized officer Patricia Carney, PE, Vice President

Printed Name of President or other authorized officer 4000 Hollywood Boulevard, 750N

Address of Corporation Hollywood, FL 33021

City/State/Zip

(954) 987-0066

Business Phone Number

State of Florida County of Broward

The foregoing instrument was acknowledged before me this 10th day of April 2019, by Patricia Carney, PE (Name), Vice President (Title) of Hazen and Sawyer (Name of Company) on behalf of the corporation, who is personally known to me or who has produced Personally known as identification and who did (did not) take an oath.

Signature of Lisa Grant, Notary Public

My Commission Expires: 11/26/2022



COOPERATION WITH THE BROWARD COUNTY  
OFFICE OF INSPECTOR GENERAL

TO BE RETURNED WITH PROPOSAL

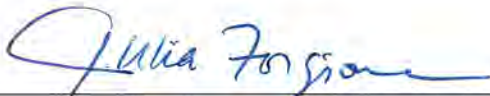
The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how firms and vendors (herein, "FIRMS") are paid. To this end, FIRM agrees to cooperate with the OIG in the event the FIRM is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of FIRM's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The FIRM acknowledges and agrees that whatever work or effort is expended by FIRM in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the FIRM to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The FIRM's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the FIRM is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the FIRM is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, FIRM shall advise CITY, in writing and in the same manner as FIRM gives the City formal notice under this Contract, each instance, if ever, that the FIRM is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the FIRM is fully performing the requirements of this Paragraph.

WITNESSES:


  
\_\_\_\_\_

NAME: Romina Raffo

  
\_\_\_\_\_

NAME: Julie Forgione

FIRM: Hazen and Sawyer

NAME: Patricia Carney, PE 

TITLE: Vice President

OFFICE OF INSPECTOR GENERAL

Fill in Form

**For Individual:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did (did not) take oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**For a Corporation**

STATE OF Florida

COUNTY OF Broward

The forgoing instrument was acknowledged before me this 10th day of April, 2019, by Patricia Carney, PE (Name) Vice President (Title) of Hazen and Sawyer (name of Corporation acknowledging) on behalf of the corporation. They are personally known to me or has produced Personally known (type of identification) as identification.

  
\_\_\_\_\_  
NOTARY PUBLIC Lisa Grant

My Commission Expires: 11/26/2022



# SCRUTINIZED COMPANY CERTIFICATION

Fill in Form

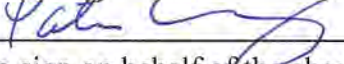
## TO BE RETURNED WITH PROPOSAL

FIRM Name: Hazen and Sawyer  
FIRM FEIN: 13-2904652  
FIRM Authorized Representative Name and Title: Patricia Carney, PE, Vice President  
Address: 4000 Hollywood Boulevard, 750N  
City: Hollywood State: FL Zip: 33021  
Phone Number: (954) 987-0066  
Email Address: pcarney@hazenandsawyer.com

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of any amount that are on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel; or One million dollars or more if, at the time of bidding, FIRM is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has business operations in Cuba or Syria. The boycott Israel list is created pursuant to 215.4725 and the Sudan and Iran lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of FIRM, I hereby certify that the undersigned company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria. I understand and agree that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement at the option of the CITY. In addition, FIRM may be subject to civil penalties, attorney's fees, and/or costs.

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>.

Certified By:   
who is authorized to sign on behalf of the above referenced company.  
Authorized Signature Print Name and Title: Patricia Carney, PE, Vice President  
Date: 4/10/2019

COMPLIANCE UNDER SECTION 119.0701  
FLORIDA STATUTES

**TO BE RETURNED WITH PROPOSAL**


The FIRM hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the FIRM does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the FIRM or keep and maintain public records required by the public agency to perform the service. If the FIRM transfers all public records to the public agency upon completion of the contract, the FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FIRM keeps and maintains public records upon completion of the contract, the FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-797-2237, [sslattery@plantation.org](mailto:sslattery@plantation.org), 400 NW 73rd Avenue Plantation, FL 33317**

As the person authorized to sign this statement, I certify that this FIRM agrees to comply with the above requirements.

FIRM: Hazen and Sawyer

By (sign): 

Print Name: Patricia Carney, PE, Vice President

**For Individual:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did (did not) take oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**For a Corporation**

STATE OF Florida

COUNTY OF Broward

The forgoing instrument was acknowledged before me this 10th day of April, 2019, by Patricia Carney, PE (Name) Vice President (Title) of Hazen and Sawyer (name of Corporation acknowledging) on behalf of the corporation. They are personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

 Lisa Grant  
NOTARY PUBLIC

My Commission Expires: November 26, 2022



FORM A-1

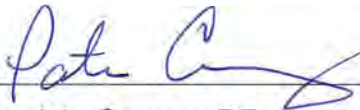
CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

- I (*printed name*) Patricia Carney, PE am the (*title*) Vice President and the duly authorized representative of the firm of (*Firm Name*) Hazen and Sawyer whose address is 4000 Hollywood Boulevard, 750N, Hollywood, FL 33021, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
- Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project;  
And,
- This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

None

Signature: 

Printed Name: Patricia Carney, PE

Firm Name: Hazen and Sawyer

Date: 4/10/2019

Sworn to and described before me this 10th day of April, 2019, ~~2005~~.

Personally known

OR Produced identification \_\_\_\_\_ Notary Public - State of Florida

My Commission expires 11/26/2022

Personally known  
(Type of Identification)  
Lisa Grant  
(Printed, typed or stamped commissioned name of Notary Public)



FIRM PROFILE

Proposed Discipline: Scope A: (I) Water Plant (WTP) Rehabilitation, Expansion, and/or Capacity Replacement, (II) Wastewater Treatment Plant (WWTP) Rehabilitation, Expansion, and/or Capacity Replacement, (III) Plant Modification, and Wellfield Development and Hydrogeological Services, (IV) Operational Studies and Services.

<p>1. Firm (or joint venture) Name &amp; Address</p> <p><b>Hazen and Sawyer</b>  <b>4000 Hollywood Boulevard, 750N</b>  <b>Hollywood, FL 33021</b></p>	<p>1c. Licensed to do business in the State of Florida  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>															
<p>1a. Firm is <input checked="" type="checkbox"/> National <input type="checkbox"/> Regional <input type="checkbox"/> Local</p> <p>FEIN # <u>13-2904652</u></p>	<p>1d. Name, Title &amp; Telephone Number of Principal to Contact</p> <p><b>Patricia Carney, PE, Vice President</b>  <b>(954) 987-0066</b></p>															
<p>1b. Firm is a Certified Minority Business Enterprise <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>1e. Address of office to perform work, if different from Item 1</p>															
<p>2. Please list the number of people by discipline that your firm/joint venture will commit to City projects. <b>Total - 57</b></p> <table border="0"> <tr> <td>Administrative - 9</td> <td>Construction Manager - 2</td> <td>Mechanical Engineer - 1</td> </tr> <tr> <td>CADD Technician - 2</td> <td>Economist - 1</td> <td>Structural Engineer - 1</td> </tr> <tr> <td>Chemical Engineer - 1</td> <td>Electrical Engineer - 1</td> <td>Control and Info. System Engineers - 1</td> </tr> <tr> <td>Civil Engineer - 4</td> <td>Environmental Engineer - 25</td> <td>Technicians/Field Technicians - 6</td> </tr> <tr> <td>Construction Inspector - 1</td> <td>Environmental Scientist - 2</td> <td></td> </tr> </table> <p>Hazen's Hollywood office staff by discipline appears above. We also have the resources of our 1,100+ employees firmwide.</p>		Administrative - 9	Construction Manager - 2	Mechanical Engineer - 1	CADD Technician - 2	Economist - 1	Structural Engineer - 1	Chemical Engineer - 1	Electrical Engineer - 1	Control and Info. System Engineers - 1	Civil Engineer - 4	Environmental Engineer - 25	Technicians/Field Technicians - 6	Construction Inspector - 1	Environmental Scientist - 2	
Administrative - 9	Construction Manager - 2	Mechanical Engineer - 1														
CADD Technician - 2	Economist - 1	Structural Engineer - 1														
Chemical Engineer - 1	Electrical Engineer - 1	Control and Info. System Engineers - 1														
Civil Engineer - 4	Environmental Engineer - 25	Technicians/Field Technicians - 6														
Construction Inspector - 1	Environmental Scientist - 2															
<p>3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:</p> <p><b>N/A</b></p>																
<p>3a. Has this joint venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>																



FORM 3

**TEAM COMPOSITION**

Proposed Discipline: Scope A: (I) Water Plant (WTP) Rehabilitation, Expansion, and/or Capacity Replacement, (II) Wastewater Treatment Plant (WWTP) Rehabilitation, Expansion, and/or Capacity Replacement, (III) Plant Modification, and Wellfield Development and Hydrogeological Services, (IV) Operational Studies and Services.

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations Number
Principal-in-Charge	<b>See attached Form 3</b>	
Project Manager		
Project Engineer (or Architect)		
Project Construction Administrator		
List other Key Members:		

**Sub Consultants:**

Role (i.e. Civil Engineering, Environmental, Landscape Architectural...)	Company Name & Address of Office Handling this Project	Projected % of Over-All Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? \_\_\_\_ yes \_\_\_\_ no

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

FORM 3

TEAM COMPOSITION

Proposed Discipline: Scope A: (I) Water Plant (WTP) Rehabilitation, Expansion, and/or Capacity Replacement, (II) Wastewater Treatment Plant (WWTP) Rehabilitation, Expansion, and/or Capacity Replacement, (III) Plant Modification, and Wellfield Development and Hydrogeological Services, (IV) Operational Studies and Services.

<b>Role</b>	<b>Name and City of Residence of individual assigned to the project</b>	<b>Florida Active Registrations Number</b>
Principal-in-Charge	Patricia Carney, PE / Hallandale Beach, FL	50175
Project Manager	Janeen Wietgreffe, PE / Pembroke Pines, FL	57632
Project Engineer (or Architect)	Tara VanEyck, PE / Plantation, FL	74062
Project Construction Administrator	Elie Andary, PE / Miami, FL	67503
<b>List Other Key Members:</b>		
Deputy Project Manager	Monique Durand, PE / Sunrise, FL	71393
Technical Advisors	Patrick Davis, PE / Fort Lauderdale, FL	37167
	Shajan Joykutty, PE / Plantation, FL	43323
	Enrique Vadiveloo, PE, ENV SP / Fort Lauderdale, FL	70115
Water Lead	Jorge Atoche, PE / Fort Lauderdale, FL	81647
Wastewater Lead	Alonso Griborio, PhD, PE / Cooper City, FL	82815
Climate Change / Sustainability / Resilience	Robert Taylor, Jr., PE / Jupiter, FL	44165
Structural Engineering	Shajan Joykutty, PE / Plantation, FL	43323
Civil Engineering	Jennifer McMahon, PE / Pembroke Pines, FL	56800
Hydraulic Modeling	Guillermo Regalado, PE / Pembroke Pines, FL	64905
Wastewater Process Mechanical	John Koroshec, PE / Plantation, FL	86687
Water Process Mechanical	George Brown, PE / Hollywood, FL	56076
Hydrogeology/Well Engineering	Albert Muniz, PE / Coconut Creek, FL	35587
	Michael Wengrenovich, PE / Coral Springs, FL	34939
Instrumentation/SCADA	Keith Dinnen, PE / Hollywood, FL	78757

**Sub Consultants:**

<b>Role (i.e. Civil Engineering, Environmental, Landscape Architectural...)</b>	<b>Company Name &amp; Address of Office Handling this Project</b>	<b>Projected % of Over-All Work on Entire Project</b>	<b>Name of Individual Assigned to this Project</b>	<b>Firm Worked with prime before (Yes or No)</b>	<b>Individual Worked with prime before (Yes or No)</b>
Hydrogeology/ Well Engineering	Grandusky, Lamb and Associates 8561 Estate Drive West Palm Beach, FL 33411	5%	Steven Lamb, PG	Yes	Yes
Survey	Stoner & Associates 4341 SW 62 <sup>nd</sup> Avenue Davie, FL 33314	5%	James Stoner, PSM	Yes	Yes

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? \_\_\_\_\_ Yes  No

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

FORM 3

Proposed Discipline: Scope A: (I) Water Plant (WTP) Rehabilitation, Expansion, and/or Capacity Replacement, (II) Wastewater Treatment Plant (WWTP) Rehabilitation, Expansion, and/or Capacity Replacement, (III) Plant Modification, and Wellfield Development and Hydrogeological Services, (IV) Operational Studies and Services.

LOCATION

- 1. Specify address of Prime Consultant’s designated office where the majority of work on projects will be performed:

4000 Hollywood Boulevard, 750N, Hollywood, FL 33021

- 2. Indicate percentage of total over-all project fees projected to be performed on projects by the Prime Consultant’s office specified above. (Do not include percentage of fees anticipated to be performed on projects by sub-consultants)

90 %

- 3. Specify address of Prime Consultant’s other office(s) where any part of the work on projects will be performed (if applicable):

101 NE 3rd Avenue, Suite 550, Fort Lauderdale, FL 33301  
2101 NW Corporate Boulevard, Suite 301, Boca Raton, FL 33431

- 4. Indicate percentage of total over-all fees projected to be performed on projects by the office specified above. Do not include percentage of fees anticipated to be performed on projects by sub-consultants.

10 %

- 5. Indicate percentage of total over-all fees projected to be performed on projects by firms located within City of Plantation including the prime consultant and sub-consultants, utilizing information supplied above and on Form 2.

0 %

FORM 4

Proposed Discipline:

Scope A: (I) Water Plant (WTP) Rehabilitation, Expansion, and/or Capacity Replacement, (II) Wastewater Treatment Plant (WWTP) Rehabilitation, Expansion, and/or Capacity Replacement, (III) Plant Modification, and Wellfield Development and Hydrogeological Services, (IV) Operational Studies and Services.

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's Wastewater and Water Utilities projects that have been/is being accomplished by personnel that shall be assigned to the City's projects. List no more than ten (10) projects.

<p>4. <u>Project Name &amp; Location</u></p> <p>Form 4s, which shows our experience design and permitting of similar utilities facilities, are included in TAB 1 - QUALIFICATIONS, SUB-TAB B.1.</p> <p><u>Project Manager:</u></p>		<p><u>Project Owners Name &amp; Address</u></p>	
<p><u>Completion Date (Actual or Estimated)</u></p>			
<p><u>Estimated Cost (In Thousands)</u></p>		<p><u>Project Owner's Contact Person, Title, &amp; Telephone Number</u></p>	
<p>Entire Project \$</p>	<p>Work for which firm was/is responsible \$</p>		
<p><u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)</p>			
<p><u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)</p>			
<p><u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Projects</u></p>			

FORM 5

Proposed Discipline: Scope A: (I) Water Plant (WTP) Rehabilitation, Expansion, and/or Capacity Replacement, (II) Wastewater Treatment Plant (WWTP) Rehabilitation, Expansion, and/or Capacity Replacement, (III) Plant Modification, and Wellfield Development and Hydrogeological Services, (IV) Operational Studies and Services.

Prime Consultant’s volume of work performed for the City of Plantation  
As a prime consultant and as a sub consultant – currently and previously

Name of Project (include continuing contracts)	Prime or Sub	Total Contracted Fee Amount	Approximate date of award of contract
Plantation General Consulting (2000-2007)	Prime	\$2,332,000	03/01/2000
Plantation General Consulting (2006-2011)	Prime	\$3,657,000	09/01/2006
Plantation General Consulting (2013-Present)	Prime	\$3,300,000	05/08/2013

FORM 6

Proposed Discipline: Scope A: (I) Water Plant (WTP) Rehabilitation, Expansion, and/or Capacity Replacement, (II) Wastewater Treatment Plant (WWTP) Rehabilitation, Expansion, and/or Capacity Replacement, (III) Plant Modification, and Wellfield Development and Hydrogeological Services, (IV) Operational Studies and Services.

Use this space to provide any additional information or description of resources (Including any design capabilities) supporting your firm's qualifications for any of the City's future projects.

Please refer to our proposal.

The foregoing is a statement of facts.

Signature  Telephone Number (954) 987-0066

Typed Name and Title: Patricia Carney, PE, Vice President

Date:  
4/10/2019

# INSURANCE REQUIREMENTS

## **Statement**

For the duration of the Agreement, Firm shall, at its sole expense, maintain the minimum insurance coverages stated herein in accordance with the terms and conditions of this article. Firm shall maintain insurance coverage against claims relating to any act or omission by Firm, its agents, representatives, employees, or SubFirms in connection with this Agreement. City of Plantation reserves the right at any time to review and adjust the limits and types of coverage required under this article.

Firm shall ensure that "City of Plantation" is listed as an additional insured on all policies required under this article. Certificate Holder shall be City of Plantation, Risk Management Dept/ City of Plantation 400 NW 73rd Plantation, Florida 33317.

On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm shall provide City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by the city, Firm shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after City's request.

Firm shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Firm has been completed, as determined by Contract Administrator. Firm or Insurer shall provide notice to City of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and shall concurrently provide City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Firm shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article

Firm shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by City's Risk Management Dept.

If Firm maintains broader coverage or higher limits than the minimum insurance requirements stated herein, City shall be entitled to any such broader coverage and higher limits maintained by Firm. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any City insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Firm.

## INSURANCE REQUIREMENTS

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Firm shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in herein and submit to City for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Firm shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against City. City may, at any time, require Firm to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Firm agrees that any deductible or self-insured retention may be satisfied by either the named insured or City, if so, elected by City, and Firm agrees to obtain same in endorsements to the required policies.

Unless prohibited by the applicable policy, Firm waives any right to subrogation that any of Firm's insurer may acquire against City and agrees to obtain same in an endorsement of Firm's insurance policies.

Firm shall require that each SubFirm maintains insurance coverage that adequately covers the Services provided by that SubFirm on substantially the same insurance terms and conditions required of Firm under this article. Firm shall ensure that all such SubFirms comply with these requirements and that "City of Plantation" is named as an additional insured under the SubFirms' applicable insurance policies.

In the event Firm or any SubFirm fails to maintain the insurance required by this Agreement, City may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Firm. Firm shall not permit any SubFirm to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by City, Firm shall provide evidence of each SubFirm's compliance with this article.

If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date or at least fifteen (15) days prior to commencement of Services; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit \_\_, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in herein.

**RISK MANAGEMENT'S INSURANCE REQUIREMENTS EXHIBIT TEMPLATE  
TO BE INCORPORATED INTO CITY CONTRACTS AS EXHIBIT (SEE ATTACHED)**



**INSURANCE REQUIREMENTS**

<u><b>TYPE OF INSURANCE</b></u>	<u><b>ADDL INSD</b></u>	<u><b>SUBR WVD</b></u>	<u><b>MINIMUM LIABILITY LIMITS</b></u>		
				<b>Each Occurrence</b>	<b>Aggregate</b>
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Firms <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	✓	☑	Bodily Injury	\$ 1 mil	
			Property Damage	\$ 1 mil	
			Combined Bodily Injury and Property Damage	\$ 2 mil	
			Personal Injury	\$ 1 mil	
			Products & Completed Operations	\$ 1 mil	
<b>AUTO LIABILITY</b> <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned <input type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	✓	☑	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$ 1 mil</b>	
<input type="checkbox"/> <b>EXCESS LIABILITY</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	☑	☑			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	☑	each accident	<b>STATUTORY LIMITS</b>	
<input type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$ 100k	
<input type="checkbox"/> <b>POLLUTION / ENVIRONMENTAL LIABILITY</b>	☑	☑	If claims-made form:	\$ 1 mil	<b>Completed Value</b>
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:	\$10 k	
<input type="checkbox"/> <b>PROPERTY COVERAGE / BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD COVERAGE</b>	☐	☑	*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	<b>Completed Value</b>
			*Maximum Deductible:	\$10 k	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> <b>All engineering, surveying and design professionals.</b>	✓	☑	If claims-made form:	\$ 1 mil	
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$10 k	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			If claims-made form:	\$ 1 mil	<b>Completed Value</b>
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$10 k	

**SAMPLE**

Description of Operations: "City of Plantation" shall be listed as Certificate Holder and endorsed as an additional insured for liability. Policies shall be endorsed to provide 30 days written notice of cancellation to Certificate Holder, 10 days' notice of cancellation for non-payment. Firms insurance shall provide primary coverage and shall not require contribution from Certificate Holder. \*Firm is responsible for all Deductibles.

**CERTIFICATE HOLDER:**  
 City of Plantation  
 400 NW 73<sup>rd</sup> Avenue  
 Plantation, FL 33317

# INSURANCE REQUIREMENTS

## Insurance Summary:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the Firm shall thereupon cease and terminate.
- B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.
- C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Firm. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

THE UNDERSIGNED FIRM HAS READ ALL THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Jackie Forzine  
WITNESS

Hazen and Sawyer  
FIRM Patricia Carney  
Patricia Carney, PE, Vice President

April 10, 2019  
DATE

CITY OF PLANTATION  
Risk Manager

City's Risk Manager hereby waives the following Insurance Requirements

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

# TRUTH IN NEGOTIATION

TRUTH IN NEGOTIATION  
STATEMENT SWORN STATEMENT  
TO BE RETURNED WITH RESPONSE  
TO SOLICITATION

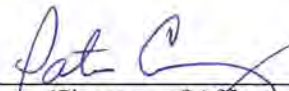
**THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC.**

STATE OF Florida  
COUNTY OF Broward

Before me, the undersigned authority, personally appeared Patricia Carney, PE, who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by Hazen and Sawyer (entity submitting sworn statement), whose business address is 4000 Hollywood Boulevard, 750N, Hollywood, FL 33021 and its Federal Employer Identification Number (FEIN) is 13-2904652. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_).
2. My name is Patricia Carney, PE (please print name of individual signing), and my relationship to the entity named above is Vice President, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of Hazen and Sawyer (entity submitting sworn statement).
3. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current.

FURTHER AFFIANT SAYETH NAUGHT.

  
(Signature of Affiant)

SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED before me this 10th day of April, 2019, by Patricia Carney, PE, who is personally known to me.

  
NOTARY PUBLIC Lisa Grant



My Commission Expires: 11/26/2022

**OFFICE OF THE MAYOR**

Lynn Stoner,  
Mayor

**FINANCIAL SERVICES**

Anna C. Otiniano  
Director



**CITY COUNCIL**

Ron Jacobs, President  
Nick Sortal, President Pro Tem  
Erik Anderson  
Denise Horland  
Mark Hyatt

**ADDENDUM NO. 1**

**RFQ No. 015-19**

**Continuing Consulting Engineering Services  
For**

**Wastewater and Water Utilities Engineering Within Environmental and Sanitary Disciplines**

**DATE OF ADDENDUM: March 18, 2019**

**TO ALL PROSPECTIVE FIRMS:**

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFQ No. 015-19.

**General Questions and Answers:**

**Question No. 1:** Do we need to submit separate proposals for Scope A and Scope B??

**Response No. 1:** Each FIRM shall be required to list in their Sealed Response the "Scope" the FIRM is requesting consideration for under this Request for Qualifications ("RFQ"). A FIRM may select to submit one proposal for both "scopes" but the FIRM must clearly identify their intention and insure their documentation supports the action.

**Question No. 2:** Should we be following Submission Details instructions on page 6 or Submission Details instructions on page 12?

**Response No. 2** Please disregard the "Submission Details" identified on pages 6-7. All Potential Firms shall adhere to the "Submission Details" identified on page 12.

**Question No. 3:** From page 6: Can you please provide the "Bond" Project Checklist? It was not included in the RFQ?

**Response No. 3:** Please disregard this requirement as it is not applicable to this RFQ.

**Question No. 4:** From page 6: Can you please provide the Public Records Compliance Certification? It was not included in the RFQ?

**Response No. 4:** Attached to this addendum you will find Public Records Compliance Form that was accidentally excluded.

**Question No. 5:** There are several forms (A-1, 3, 4, 5, & 6) that are not listed in the Submission Details section – should those just be added at the end of the proposal?

**Response No. 5:** The following forms shall be included with any Potential Firm's proposal: Form A-1 (page 34); Firm Profile Form (page 35); Form 3 (page 36-37); Form 4 (page 38); Form 5 (page 39); Form 6 (page 40).

**OFFICE OF THE MAYOR**

Lynn Stoner,  
Mayor

**FINANCIAL SERVICES**

Anna C. Otiniano  
Director



**CITY COUNCIL**

Ron Jacobs, President  
Nick Sortal, President Pro Tem  
Erik Anderson  
Denise Horland  
Mark Hyatt

**Question No. 6:** The Submission Details request a list of named active projects - is Form 5 to be used here - or is this a separate item?

**Response No. 6:** Form 5 is to be used to identify Prime Consultant's volume of work performed *for the City of Plantation* As a prime consultant and as a sub consultant – currently and previously. For any other active project(s) please use a separate form.

**Question No. 7:** The Submission Details request a detailed Statement of Experience in designing and permitting similar facilities - is Form 4 to be used here – or is this a separate item?

**Response No. 7:** Form 4 is to be used to fulfill this requirement.

**Question No. 8:** If we are using Form 4 in that section, are we limited to 10 projects total? Or 10 projects per Scope?

**Response No. 8:** Ten (10) projects per Scope

**Question No. 9:** From page 12: Item 11 is requesting information appropriate for evaluation. Is this where we place Form #6? Or is this a separate item?

**Response No. 9:** You may use Form 6 or a separate if necessary.

**Question No. 10:** Will there be presentations from shortlisted firms?

**Response No. 10:** The Evaluation/Selection Committee may require follow-up interviews as part of the Evaluation process and ranking. Attached you will find the selection process that was accidentally excluded

Proposals **must** be stamped on or before **April 16, 2019 11:00 A.M.** by the City Clerk, City of Plantation, 400 NW 73<sup>rd</sup> Avenue, Plantation FL. 33317.

All other terms, conditions and specifications remain unchanged for RFQ No. 015-19.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your proposal.

**FIRM NAME:** Hazen and Sawyer

**OFFICE OF THE MAYOR**

Lynn Stoner,  
Mayor

**FINANCIAL SERVICES**

Anna C. Otiniano  
Director



**CITY COUNCIL**

Ron Jacobs, President  
Nick Sortal, President Pro Tem  
Erik Anderson  
Denise Horland  
Mark Hyatt

**ADDENDUM NO. 2**

**RFQ No. 015-19**

**Continuing Consulting Engineering Services  
For**

**Wastewater and Water Utilities Engineering Within Environmental and Sanitary Disciplines**

**DATE OF ADDENDUM: March 20, 2019**

**TO ALL PROSPECTIVE FIRMS:**

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFQ No. 015-19.

**General Questions and Answers:**

**Question No. 1:** What firms currently have the Wastewater and Water Utilities Engineering contract with the City?

**Response No. 1:** Hazen and Sawyer, P.C. (Scope A), and Winningham & Fradley, Inc. (Scope B)

**Question No. 2:** Can you please identify departments and/or staff who will be participating on the Selection Committee?

**Response No. 2** Danny Pollio, Dawn Mehler, Ron Eyma, Steve Urich, Danny Ezzeddine

**Question No. 3:** Can we incorporate our own documents into the City required forms?

**Response No. 3:** Yes, as long as it is clearly identified and provides the same or more of the required information.

**Question No. 4:** Regarding Form 5 on page 39 of the RFQ, "Volume of Work" with the City, how many years do we have to go back for previous work?

**Response No. 4:** This form is meant to identify any and all work performed by a Firm for the City of Plantation, as such a potential Firm may "go back" as far as necessary to identify work performed for the City.

Proposals **must** be stamped on or before **April 16, 2019 11:00 A.M.** by the City Clerk, City of Plantation, 400 NW 73<sup>rd</sup> Avenue, Plantation FL. 33317.

All other terms, conditions and specifications remain unchanged for RFQ No. 015-19.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your proposal.

**FIRM NAME:** Hazen and Sawyer

**OFFICE OF THE MAYOR**

Lynn Stoner,  
Mayor

**FINANCIAL SERVICES**

Anna C. Otiniano  
Director



**CITY COUNCIL**

Ron Jacobs, President  
Nick Sortal, President Pro Tem  
Erik Anderson  
Denise Horland  
Mark Hyatt

**ADDENDUM NO. 3**

**RFQ No. 015-19**

**Continuing Consulting Engineering Services  
For**

**Wastewater and Water Utilities Engineering Within Environmental and Sanitary Disciplines**

**DATE OF ADDENDUM: March 25, 2019**

**TO ALL PROSPECTIVE FIRMS:**

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFQ No. 015-19.

**General Questions and Answers:**

**Question No. 1:** Can Firms submit a proposal for either scope both as a prime and sub-consultant for another Firm?

**Response No. 1:** Yes a Firm may submit a proposal for either scope both as a prime and sub-consultant for another Firm. To provide further clarification, no Firm shall be selected as prime in more than one (1) of the four (4) anticipated selections.

Proposals **must** be stamped on or before **April 16, 2019 11:00 A.M.** by the City Clerk, City of Plantation, 400 NW 73<sup>rd</sup> Avenue, Plantation FL. 33317.

All other terms, conditions and specifications remain unchanged for RFQ No. 015-19.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your proposal.

**FIRM NAME:** Hazen and Sawyer

**OFFICE OF THE MAYOR**

Lynn Stoner,  
Mayor

**FINANCIAL SERVICES**

Anna C. Otiniano  
Director



**CITY COUNCIL**

Ron Jacobs, President  
Nick Sortal, President Pro Tem  
Erik Anderson  
Denise Horland  
Mark Hyatt

**ADDENDUM NO. 4**

**RFQ No. 015-19**

**Continuing Consulting Engineering Services  
For**

**Wastewater and Water Utilities Engineering Within Environmental and Sanitary Disciplines**

**DATE OF ADDENDUM: March 26, 2019**

**TO ALL PROSPECTIVE FIRMS:**

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFQ No. 015-19.

**General Questions and Answers:**

**Question No. 1:** I am looking for a clarification for the above-referenced RFQ. Form 3, Page 37, Question 3 states: "Indicate percentage of total over-all fees projected to be performed on projects by firms located within City of Deltona..." Should this read City of Plantation??

**Response No. 1:** The above noted is a clerical error, and should read "City of Plantation"

Proposals **must** be stamped on or before **April 16, 2019 11:00 A.M.** by the City Clerk, City of Plantation, 400 NW 73<sup>rd</sup> Avenue, Plantation FL. 33317.

All other terms, conditions and specifications remain unchanged for RFQ No. 015-19.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your proposal.

**FIRM NAME:** Hazen and Sawyer





Protection  
of Public Health



Superior  
Technical  
Competence



Results in **Savings**  
to Plantation Citizens



Professional and Business Licenses

## State of Florida Department of State

I certify from the records of this office that HAZEN AND SAWYER, P.C. is a New York corporation authorized to transact business in the State of Florida, qualified on October 18, 1978.

The document number of this corporation is 841657.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 14, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fourteenth day of January,  
2019*



*A. [Signature]*  
Secretary of State

Tracking Number: 0927146459CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Ron DeSantis, Governor

STATE OF FLORIDA

FBPE  
FLORIDA BOARD OF  
PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HAZEN AND SAWYER, P.C.

HAZEN AND SAWYER  
498 SEVENTH AVENUE  
11TH FLOOR  
NEW YORK NY 10018


LICENSE NUMBER: CA2771

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**  
 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000  
**VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**

**DBA:** HAZEN AND SAWYER PC  
**Business Name:** HAZEN AND SAWYER PC

**Receipt #:** 315-296927  
**Business Type:** ENGINEER (ENVIRONMENTAL ENGINEERING Consulting)

**Owner Name:** HAZEN AND SAWYER PC  
**Business Location:** 101 NE 3 AVE STE 550 FT LAUDERDALE  
**Business Phone:** 954-967-7090

**Business Opened:** 12/01/2018  
**State/County/Cert/Reg:** 2771  
**Exemption Code:**

Rooms      Seats      Employees      Machines      Professionals  
 5

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	0.00	0.00	0.00	0.00	30.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**


**THIS BECOMES A TAX RECEIPT WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**  
 HAZEN AND SAWYER PC  
 4000 HOLLYWOOD BLVD STE 750N  
 HOLLYWOOD, FL 33021

**Receipt #** 02C-18-00001818  
**Paid** 03/11/2019 30.00

**2018 - 2019**



**CITY OF**  
**Hollywood**  
**FLORIDA**

2018/2019 LOCAL BUSINESS TAX RECEIPT

**Business Name:** HAZEN AND SAWYER, PC

**DBA:**

**Business Location:** 4000 HOLLYWOOD BLVD

**Business Category:** SERVICE/LICENSED BUSINESS

**Classification:** Engineer/Consulting

**Tax Basis:** OVER 50 WORKERS

**Account Registration #:** B9020195-2019

**Expiration Date:** 9/30/2019

**Tax Rate:** \$700.00



**CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION  
BUSINESS TAX YEAR 2018-2019**



100 N. Andrews Avenue, 1<sup>st</sup> Floor, Fort Lauderdale, Florida 33301  
(954) 828-5195

Business ID: 1800940 Business Name: HAZEN AND SAWYER P.C.  
Business Address: 101 NE 3 AVE # 550  
Tax Category: PROFESSIONAL OFC (ADMINISTRATION) Tax#: 751584 Fee:

HAZEN AND SAWYER P.C.  
101 NE 3 AVE # 550  
FORT LAUDERDALE, FL 33021

\*\*\*DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE\*\*\*

Business ID: 1800940  
Tax Number: 751584  
Business Name: HAZEN AND SAWYER P.C.  
Business Address: 101 NE 3 AVE # 550  
Business Contact: TAYLOR, ROBERT B


- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please email [businessstax@fortlauderdale.gov](mailto:businessstax@fortlauderdale.gov) and include the Business ID #.
- A transfer of business location within the city limits is subject to zoning approval. Complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- If you have sold your business, please provide us with a copy of the Bill of Sale.
- A Transfer fee of 10% of the annual business tax fee applies. The fee shall not be less than \$3.00, nor greater than \$25.00.

**Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.**

**BUSINESS TAX DIVISION**  
100 N. Andrews Avenue, 1<sup>st</sup> Floor, Fort Lauderdale, Florida 33301  
Phone (954)828-5195 | Fax (954)828-5881  
[www.fortlauderdale.gov](http://www.fortlauderdale.gov)

Rev. 6/6/2018

Ron DeSantis, Governor Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**BOARD OF PROFESSIONAL ENGINEERS**


THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**CARNEY, PATRICIA ANNE**  
1008 NE 4TH ST.  
HALLANDALE FL 330090000

**LICENSE NUMBER: PE50175**


**EXPIRATION DATE: FEBRUARY 28, 2021**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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Ron DeSantis, Governor Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**BOARD OF PROFESSIONAL ENGINEERS**


THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**WIETGREFE, JANEEN M.**  
18480 SW 4TH ST  
PEMBROKE PINES FL 33029

**LICENSE NUMBER: PE57632**

**EXPIRATION DATE: FEBRUARY 28, 2021**

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Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**DURAND, MONIQUE L.**

12686 NW 14TH STREET  
SUNRISE FL 33323

LICENSE NUMBER: PE71393

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**DAVIS, PATRICK ARTHUR**

921 S E 8TH STREET  
FT LAUDERDALE FL 33316

LICENSE NUMBER: PE37167


EXPIRATION DATE: FEBRUARY 28, 2021

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Ron DeSantis, Governor

Halsey Beshears, Secretary




**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**JOYKUTTY, SHAJAN**  
11650 NW 21 STREET  
PLANTATION FL 33323

**LICENSE NUMBER: PE43323**  
**EXPIRATION DATE: FEBRUARY 28, 2021**  
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Halsey Beshears, Secretary




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**VADIVELLO, ENRIQUE**  
1009 NE 4TH ST  
FORT LAUDERDALE FL 33301

**LICENSE NUMBER: PE70115**  
**EXPIRATION DATE: FEBRUARY 28, 2021**  
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**ATOCHÉ, JORGE CARLOS**

400 SW 14TH AVENUE  
FORT LAUDERDALE FL 33312

LICENSE NUMBER: PE81647

EXPIRATION DATE: FEBRUARY 28, 2021

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**GRIBORIO, ALONSO GUSTAVO**

9763 DARLINGTON PLACE  
COOPER CITY FL 33328

LICENSE NUMBER: PE82815

EXPIRATION DATE: FEBRUARY 28, 2021


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**VANEYK, TARA A.**  
 918 W. TROPICAL WAY  
 PLANTATION FL 33317

**LICENSE NUMBER: PE74062**

**EXPIRATION DATE: FEBRUARY 28, 2021**

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**Licensee Details**

Licensee Information	
Name:	<b>ANDARY, ELIE GEORGES (Primary Name)</b>
Main Address:	<b>9660 SW 103 AVE-ROAD MIAMI Florida 33176</b>
County:	<b>DADE</b>
License Mailing:	
LicenseLocation:	
License Information	
License Type:	<b>Professional Engineer</b>
Rank:	<b>Prof Engineer</b>
License Number:	<b>67503</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>01/17/2008</b>
Expires:	<b>02/28/2021</b>
Special Qualifications	
<b>Civil</b>	<b>09/06/2007</b>
<b>Advanced Building Code Course Credit</b>	<b>09/13/2018</b>



Ron DeSantis, Governor

Halsey Beshears, Secretary



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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

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**GARCIA, ANA MARIA**

3001 NE 185TH ST, #422  
AVENTURA FL 33180

**LICENSE NUMBER: PE74662**

**EXPIRATION DATE: FEBRUARY 28, 2021**

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**SILVA, JEAN PAUL**

21246 VIA EDEN  
BOCA RATON FL 33433

**LICENSE NUMBER: PE66522**

**EXPIRATION DATE: FEBRUARY 28, 2021**


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**MCMAHON, JENNIFER NICOLE**  
6950 SW 5TH STREET  
PEMBROKE PINES FL 33023

**LICENSE NUMBER: PE56800**

**EXPIRATION DATE: FEBRUARY 28, 2021**

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**MEDINA, LUCIA ZEEVAERT**  
2010 NE 122ND ST  
NORTH MIAMI FL 33181

**LICENSE NUMBER: PE83664**

**EXPIRATION DATE: FEBRUARY 28, 2021**

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**REGALADO, GUILLERMO A.**

1570 SW 191ST TERRACE  
PEMBROKE PINES FL 33029

LICENSE NUMBER: PE64905

EXPIRATION DATE: FEBRUARY 28, 2021

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**KOROSHEC, JOHN C**

7310 SW 9TH STREET  
PLANTATION FL 33317

LICENSE NUMBER: PE41064

EXPIRATION DATE: FEBRUARY 28, 2021


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**AHUJA, NANDITA**  
3050 NE 16TH AVE  
APT 605  
OAKLAND PARK FL 33334


**LICENSE NUMBER: PE86687**

**EXPIRATION DATE: FEBRUARY 28, 2021**

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**HART, GEOFFREY KEITH**  
17404 N.W. 251ST LANE  
ALACHUA FL 32615

**LICENSE NUMBER: PE22777**

**EXPIRATION DATE: FEBRUARY 28, 2021**

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**BROWN, GEORGE A.**

3585 SIMMS STREET  
HOLLYWOOD FL 33021-0000

LICENSE NUMBER: PE56076

EXPIRATION DATE: FEBRUARY 28, 2021

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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**STEIGER, BERNARD LEWIS**

2404 LITTLE COUNTRY ROAD  
PARRISH FL 34219

LICENSE NUMBER: PE49808

EXPIRATION DATE: FEBRUARY 28, 2021


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**TAYLOR, ROBERT B JR**  
13393 159TH ST N  
JUPITER FL 334780000

**LICENSE NUMBER: PE44165**  
**EXPIRATION DATE: FEBRUARY 28, 2021**  
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**MUNIZ, ALBERT**  
5130 N.W. 52ND STREET  
COCONUT CREEK FL 33073-4915

**LICENSE NUMBER: PE35587**  
**EXPIRATION DATE: FEBRUARY 28, 2019**  
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WENGRENOVICH, MICHAEL WALTER

11244 NW 21ST PL  
CORAL SPRINGS FL 330715747

LICENSE NUMBER: PE34939

EXPIRATION DATE: FEBRUARY 28, 2021

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JONATHAN ZACHEM, SECRETARY



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DINNEN, KEITH R

1236 CORAL LN  
HOLLYWOOD FL 33019

LICENSE NUMBER: PE78757

EXPIRATION DATE: FEBRUARY 28, 2021



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**CURTIS, EVAN P.**  
7451 PRESCOTT LANE  
LAKE WORTH FL 33467



**LICENSE NUMBER: PE69657**

**EXPIRATION DATE: FEBRUARY 28, 2021**

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**BURKE, JOHN C.**  
113 INLET DRIVE  
ST. AUGUSTINE FL 32080

**LICENSE NUMBER: PE17301**

**EXPIRATION DATE: FEBRUARY 28, 2021**

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Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkway Tallahassee, Florida 32399-6500  
 800HELPFLA(435-7352) or (850) 488-2221

February 21, 2019

STONER & ASSOCIATES INC  
 4341 SW 62ND AVE  
 DAVIE, FL 33314

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB6633

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2021.

You are required to keep your information with the Board current. Please visit our website at [www.800helpfla.com/psm](http://www.800helpfla.com/psm) to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB6633**  
 Expiration Date February 28, 2021

**Professional Surveyor and Mapper Business License**

Under the provisions of Chapter 472, Florida Statutes

STONER & ASSOCIATES INC  
 4341 SW 62ND AVE  
 DAVIE, FL 33314

*Nicole Fried*

NICOLE "NIKKI" FRIED  
 COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500  
800HELPFLA(435-7352) or (850) 488-2221

February 15, 2019

JAMES D STONER  
STONER & ASSOCIATES INC4341 SW 62ND AVE  
DAVIE, FL 33314-3426

SUBJECT: Professional Surveyor and Mapper License # LS4039

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2021.

You are required to keep your information with the Board current. Please visit our website at [www.800helpfla.com/psm](http://www.800helpfla.com/psm) to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture  
and Consumer Services  
Board of Professional Surveyors  
and Mappers

LS4039

Professional Surveyor and Mapper  
JAMES D STONER

IS LICENSED under the provisions of Ch. 472 FS  
Expiration date: February 28, 2021

Detach Here



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS4039**  
Expiration Date February 28, 2021

### Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

JAMES D STONER  
STONER & ASSOCIATES INC4341 SW 62ND AVE  
DAVIE, FL 33314-3426

NICOLE "NIKKI" FRIED  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF PROFESSIONAL GEOLOGISTS

THE GEOLOGY BUSINESS HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

**GRANDUSKY, LAMB AND ASSOCIATES, LLC**

8426 WATERWAY DRIVE  
WEST PALM BEACH FL 33406

LICENSE NUMBER: GB788

EXPIRATION DATE: JULY 31, 2020

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THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

**LAMB, STEVEN D**

8561 ESTATE DR  
WEST PALM BEACH FL 33411

LICENSE NUMBER: PG680

EXPIRATION DATE: JULY 31, 2020

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## EXHIBIT “C”

Hazen and Sawyer  
 RFQ No. 015-19  
 City of Plantation

Continuing Consulting Engineering Services for Wastewater and Water Utilities Engineering  
 within Environmental and Sanitary Discipline (Scope "A" National/International)

Title	Max Hourly Raw Rate	Average Hourly Raw Rate	Multiplier	Max Hourly Billing Rate	Avg Hourly Billing Rate
Administrator	\$34.30	\$26.91	2.85	\$97.75	\$ 76.68
Assistant Engineer	\$67.97	\$37.25	2.85	\$193.71	\$ 106.16
Assistant Scientist	\$27.89	\$26.91	2.85	\$79.49	\$ 76.68
Associate	\$66.33	\$61.15	2.85	\$189.03	\$ 174.28
Associate Vice President	\$90.97	\$84.75	2.85	\$259.28	\$ 241.54
Designer	\$22.39	\$22.39	2.85	\$63.80	\$ 63.80
Engineer	\$41.30	\$40.51	2.85	\$117.70	\$ 115.45
Principal Designer	\$46.05	\$43.67	2.85	\$131.24	\$ 124.46
Principal Engineer	\$46.93	\$42.88	2.85	\$133.74	\$ 122.21
Principal Graphic Designer	\$28.09	\$28.09	2.85	\$80.04	\$ 80.04
Principal Scientist	\$52.10	\$41.50	2.85	\$148.49	\$ 118.28
Scientist	\$34.83	\$34.83	2.85	\$99.26	\$ 99.26
Senior Associate	\$90.81	\$76.93	2.85	\$258.81	\$ 219.25
Senior Designer	\$38.17	\$35.27	2.85	\$108.79	\$ 100.53
Senior Principal Designer	\$51.70	\$45.68	2.85	\$147.35	\$ 130.19
Senior Principal Engineer	\$63.13	\$57.94	2.85	\$179.92	\$ 165.14
Senior Principal Graphic Designer	\$46.10	\$45.11	2.85	\$131.39	\$ 128.57
Vice President	\$98.33	\$91.81	2.85	\$280.23	\$ 261.66

**Multiplier of 2.85 is calculated as follows:**

$$\text{MULTIPLIER} = (\text{HOURLY RATE} + \text{OVERHEAD} + \text{FRINGE} + \text{OPERATING MARGIN}) / \text{HOURLY RATE}$$

$$\text{OVERHEAD} = \text{HOURLY RATE} \times \text{OVERHEAD (116.05)\%} \quad \mathbf{1.1605}$$

$$\text{FRINGE} = \text{HOURLY RATE} \times \text{FRINGE (62.87)\%} \quad \mathbf{0.6287}$$

$$\text{OPERATING MARGIN} = (\text{HOURLY RATE} + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN (2.18)\%} \quad \mathbf{0.0218}$$

$$\text{MULTIPLIER} = (\text{HOURLY RATE} + \text{OVERHEAD} + \text{FRINGE} + \text{OPERATING MARGIN}) / \text{HOURLY RATE}$$

<b>2.85</b>
-------------



---

## EXHIBIT “D”

# INSURANCE REQUIREMENTS

## Statement

For the duration of the Agreement, Firm shall, at its sole expense, maintain the minimum insurance coverages stated herein in accordance with the terms and conditions of this article. Firm shall maintain insurance coverage against claims relating to any act or omission by Firm, its agents, representatives, employees, or SubFirms in connection with this Agreement. City of Plantation reserves the right at any time to review and adjust the limits and types of coverage required under this article.

Firm shall ensure that "City of Plantation" is listed as an additional insured on all policies required under this article. Certificate Holder shall be City of Plantation, Risk Management Dept/ City of Plantation 400 NW 73rd Plantation, Florida 33317.

On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm shall provide City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by the city, Firm shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after City's request.

Firm shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Firm has been completed, as determined by Contract Administrator. Firm or Insurer shall provide notice to City of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and shall concurrently provide City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Firm shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article

Firm shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by City's Risk Management Dept.

If Firm maintains broader coverage or higher limits than the minimum insurance requirements stated herein, City shall be entitled to any such broader coverage and higher limits maintained by Firm. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any City insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Firm.



## INSURANCE REQUIREMENTS

---

**Firm shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in herein and submit to City for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Firm shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against City. City may, at any time, require Firm to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Firm agrees that any deductible or self-insured retention may be satisfied by either the named insured or City, if so, elected by City, and Firm agrees to obtain same in endorsements to the required policies.**

Unless prohibited by the applicable policy, Firm waives any right to subrogation that any of Firm's insurer may acquire against City and agrees to obtain same in an endorsement of Firm's insurance policies.

Firm shall require that each SubFirm maintains insurance coverage that adequately covers the Services provided by that SubFirm on substantially the same insurance terms and conditions required of Firm under this article. Firm shall ensure that all such SubFirms comply with these requirements and that "City of Plantation" is named as an additional insured under the SubFirms' applicable insurance policies.

In the event Firm or any SubFirm fails to maintain the insurance required by this Agreement, City may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Firm. Firm shall not permit any SubFirm to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by City, Firm shall provide evidence of each SubFirm's compliance with this article.

If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date or at least fifteen (15) days prior to commencement of Services; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit \_\_, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in herein.

**RISK MANAGEMENT'S INSURANCE REQUIREMENTS EXHIBIT TEMPLATE  
TO BE INCORPORATED INTO CITY CONTRACTS AS EXHIBIT (SEE ATTACHED)**

## INSURANCE REQUIREMENTS

<u>TYPE OF INSURANCE</u>	<u>ADDL INSD</u>	<u>SUBR WVD</u>	<u>MINIMUM LIABILITY LIMITS</u>		
				<b>Each Occurrence</b>	<b>Aggregate</b>
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Firms <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	✓	☑	Bodily Injury	\$ 1 mil	
			Property Damage	\$ 1 mil	
			Combined Bodily Injury and Property Damage	\$ 2 mil	
			Personal Injury	\$ 1 mil	
			Products & Completed Operations	\$ 1 mil	
<b>AUTO LIABILITY</b> <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned <input type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	✓	☑	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$ 1 mil</b>	
<input type="checkbox"/> <b>EXCESS LIABILITY</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	☑	☑			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	☑	each accident	<b>STATUTORY LIMITS</b>	
<input type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$ 100k	
<input type="checkbox"/> <b>POLLUTION / ENVIRONMENTAL LIABILITY</b>	☑	☑	If claims-made form:	\$ 1 mil	<b>Completed Value</b>
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:	\$10 k	
<input type="checkbox"/> <b>PROPERTY COVERAGE / BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD COVERAGE</b>	☐	☑	*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	<b>Completed Value</b>
			*Maximum Deductible:	\$10 k	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> <b>All engineering, surveying and design professionals.</b>	✓	☑	If claims-made form:	\$ 1 mil	
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$10 k	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			If claims-made form:	\$ 1 mil	<b>Completed Value</b>
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$10 k	

# SAMPLE

Description of Operations: "City of Plantation" shall be listed as Certificate Holder and endorsed as an additional insured for liability. Policies shall be endorsed to provide 30 days written notice of cancellation to Certificate Holder, 10 days' notice of cancellation for non-payment. Firms insurance shall provide primary coverage and shall not require contribution from Certificate Holder. \*Firm is responsible for all Deductibles.

**CERTIFICATE HOLDER:**  
 City of Plantation  
 400 NW 73<sup>rd</sup> Avenue  
 Plantation, FL 33317

# INSURANCE REQUIREMENTS

## Insurance Summary:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the Firm shall thereupon cease and terminate.
- B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.
- C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Firm. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

THE UNDERSIGNED FIRM HAS READ ALL THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

  
\_\_\_\_\_  
WITNESS

Hazen and Sawyer   
\_\_\_\_\_  
FIRM Patricia Carney, PE, Vice President

April 10, 2019  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY OF PLANTATION  
Risk Manager

City's Risk Manager hereby waives the following Insurance Requirements

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/5/2020

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

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

<b>PRODUCER</b> <b>Ames &amp; Gough</b> <b>8300 Greensboro Drive</b> <b>Suite 980</b> <b>McLean, VA 22102</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (703) 827-2277</b>		<b>FAX (A/C, No): (703) 827-2279</b>
	<b>E-MAIL ADDRESS: admin@amesgough.com</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b>  <b>Hazen and Sawyer</b> <b>498 Seventh Avenue</b> <b>New York, NY 10018</b>	<b>INSURER A : Hartford Fire Insurance Company A+ (XV)</b>		<b>19682</b>
	<b>INSURER B : Hartford Casualty Insurance Company A+ (XV)</b>		<b>29424</b>
	<b>INSURER C : Twin City Fire Insurance Company A+ (XV)</b>		<b>29459</b>
	<b>INSURER D : Continental Casualty Company (CNA) A, XV</b>		<b>20443</b>
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

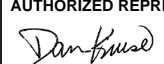
**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liab.</b>	X	X	42UUNBH8062	3/29/2020	3/29/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	42UENBH7997	3/29/2020	3/29/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							<b>Comp./Coll. Ded</b>	\$ 1,000
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	42WBAD0SYE	3/29/2020	3/29/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liab.			AEH008231489	3/29/2020	3/29/2021	Per Claim/Aggregate	1,000,000
D	Professional Liab.			AEH008231489	3/29/2020	3/29/2021	Retention	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: RFQ #015-19 – CONTINUING CONSULTING ENGINEERING SERVICES FOR WASTEWATER AND WATER UTILITIES ENGINEERING WITHIN ENVIRONMENTAL AND SANITARY DISCIPLINES**

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

<b>CERTIFICATE HOLDER</b>  <b>City of Plantation</b> <b>Risk Management Dept</b> <b>400 NW 73rd Avenue</b> <b>Plantation, FL 33317</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  



## ADDITIONAL REMARKS SCHEDULE

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

## ADDITIONAL REMARKS

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

**Description of Operations/Locations/Vehicles:**  
issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.  
Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.