

**SOUTH BROWARD DRAINAGE DISTRICT
BOARD OF COMMISSIONERS MEETING**

*****AGENDA*****

THURSDAY, AUGUST 25, 2016 AT 8:00 A.M.

NOTE: BOARD MEMBERS, PLEASE TURN YOUR MICROPHONES ON

01. CALL TO ORDER/PLEDGE OF ALLEGIANCE
02. PUBLIC COMMENT
03. APPROVAL OF JULY 28, 2016 SOUTH BROWARD DRAINAGE DISTRICT (SBDD) BOARD OF COMMISSIONERS MEETING MINUTES
04. DIRECTOR'S REPORT
 - A. RESOLUTION 2016-06 – POLICIES AND GUIDELINES FOR HIRING A PROFESSIONAL CONSULTANT
 - B. RESOLUTION 2016-07 – AMENDMENT TO 2015/2016 BUDGET
 - C. APPROVAL TO UTILIZE AN EXISTING CITY OF MIRAMAR “LIBRARY OF CONSULTANTS” TO HIRE AN ARCHITECT FOR THE DISTRICT’S GARAGE BUILDING EXPANSION PROJECT
 - D. OTHER
05. ATTORNEY'S REPORT:
06. APPROVAL OF LEGAL BILLS
07. BOARD MEMBERS QUESTIONS/COMMENTS
08. OTHER
09. MEETINGS:
 - A. NEXT REGULAR BOARD MEETING WILL BE HELD ON **MONDAY, SEPTEMBER 12TH AT 8:00 A.M. WITH THE FINAL BUDGET HEARING FOR 2016/2017 FISCAL YEAR TO BE HELD AT 8:15 A.M..**
10. ADJOURNMENT

ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING/MEETING MAY NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE MAY WISH TO INSURE THAT A VERBATIM RECORD IS MADE, WHICH RECORD IS TO BE USED FOR TESTIMONY AND EVIDENCE UPON WHICH AN APPEAL WOULD BE BASED.

IN ACCORDANCE W/THE AMERICANS W/DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS W/DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE DISTRICT AT (954) 680-3337 AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS FOR ASSISTANCE.

**SOUTH BROWARD DRAINAGE DISTRICT
GOVERNING BOARD MEETING MINUTES**

AUGUST 25, 2016

Present:

Scott Hodges, Chairperson

James Ryan, Vice Chairperson

Vicki Minnaugh, Treasurer

Robert E. Goggin, IV, Secretary

Alanna Mersinger, Commissioner

Thomas Good, Commissioner

Mercedes Santana-Woodall, Commissioner

Kevin M. Hart, District Director

Douglas R. Bell, Legal Counsel

Reina Muniz, Recording Secretary

General Public: See Attached List

Absent:

01. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

Chair Hodges called the SBDD Board Meeting to order at 8:04 A.M.; with Vice Chair Ryan, Commissioner Minnaugh, Commissioner Good, and Commissioner Santana-Woodall present; followed by the Pledge of Allegiance.

02. PUBLIC COMMENT

None.

03. APPROVAL OF MINUTES

Commissioner Minnaugh moved for approval of the minutes of the July 28, 2016, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Santana-Woodall and it was carried unanimously by those present.

04. DIRECTOR'S REPORT

Commissioner Mersinger and Commissioner Goggin joined the meeting at approximately 8:06 a.m

A. RESOLUTION 2016-06 – POLICIES AND GUIDELINES FOR HIRING A PROFESSIONAL CONSULTANT

District Director Hart presented SBDD Resolution No. 2016-06 to adopt proposed Policies and Guidelines for Selecting a Professional Consultant in Accordance with the Consultant's Competitive Negotiation Act (CCNA), Section 287.055, F.S.

He stated that CCNA was enacted by the Florida Legislature in 1971 to establish rules for public agencies to follow in the selection and procurement of professional design services, and it requires that the District select Professional Consultants based on qualifications rather than on a "lowest bid" basis.

If approved, these Policies and Guidelines would replace procedures established by a prior Board of Supervisors for contracting for professional services in accordance with CCNA under SBDD Resolution No. 87-7.

In addition to establishing guidelines for hiring professional consultants under CCNA, the Policies and Guidelines establish guidelines for SBDD to hire a professional consultant through an existing contract by another governmental agency and to hire a professional consultant through a design-build process.

There are no immediate financial impacts associated with this agenda item, as any individual contract will require separate approval by the Board of Commissioners.

District Director Hart discussed the steps in regards to hiring a professional consultant per CCNA standards. He gave three different scenarios as follows:

Scenario 1 – Through the conventional process of hiring an architect or design professional; where the District would advertise for letters of interest, conduct interviews, short list, and rank the firms based on their qualifications; then the District would negotiate with the highest ranked firm, and if they were unable to reach an equitable agreement with the highest ranked firm, then the District would go to the second highest, etc. and the award of the contract would go to the Board for approval.

Commissioner Minnaugh asked at what point does the Board see the cost. District Director Hart replied that they will see the cost after the Board approves the rankings, and the District begins to negotiate; the District cannot use cost as a determinate in ranking the firms.

Commissioner Mersinger asked what happens if the Board finds that the price of the highest ranked firm is astronomical; does the Board have the right to reject it. Chair Hodges reiterated that if you cannot come to an agreement, you go to the next ranked firm.

District Director Hart clarified that under CCNA, you cannot bid professional services; and you cannot get prices, say from the top three firms, have them submit proposals, etc. He said that it does not work that way. He explained that you start with the highest ranked firm, negotiate with that firm, and if for whatever reason you cannot come to an equitable agreement, you suspend those negotiations, and go to the second firm, and you start all over from scratch.

Scenario 2 – To allow the District to hire a professional consultant through an existing contract with another governmental agency; also known as “piggy-backing”. This is where the District would utilize a contract that has already been put in place by another governmental agency; where that agency has followed all of the provisions of CCNA. He said that typically, the governmental agency would have a Library of Consultants that the District could utilize for professional services. District Director Hart reiterated that you cannot bid the work under this scenario either; you can go to that library and request letters of interest, from say three firms, that you want to begin negotiations with, and you rank those, and use the same process as mentioned above in Scenario 1. He said that the benefit of this scenario is that it saves quite a bit of time by not having to go through the entire process, due to the fact that the government agency has already gone through the advertisement and evaluation of the initial submittals; and you use their short list of firms, or library of consultant, to select your consultant.

Scenario 3 - Using a design-build contract, which was one of the options the District was initially considering with the garage expansion project. This is where the District would hire both a Contractor and an Architect under one contract. The architect would design the building and the contractor would construct the building. The District would have one contract with this design-build team. He said that the difference under this scenario is that you can evaluate based on cost; but that you are not evaluating the cost of the design services; you are evaluating the cost of the entire project, which would be the building cost plus the design; and it would be a two-step process, where your initial evaluation has to be based on qualifications. The District would request proposals. The first step is to evaluate based on qualifications, where you can select three to five firms who are the highest qualified; second, you could request bid proposals from those firms and evaluate based on bids. However, you would first need to prepare an evaluation process with weighted criteria; i.e, price, experience, schedule, etc., where they receive points; and when you get to that last evaluation of price, you apply that weighted factor, which has already been established before anyone submits a bid.

District Director Hart said that CCNA is a statute that has to be followed. He has reviewed the policy with Attorney Bell; and it is in compliance with CCNA. The intent here is to try to give the District multiple flexibility when they go through this process. He said that there are certain thresholds as well; if the estimated cost of the project is less than \$325,000, you are not required to go through CCNA. He said that this is good to have in place in case it is ever needed.

Commissioner Mersinger made a motion for the approval of Resolution No. 2016-06 which will adopt proposed Policies and Guidelines for Selecting a Professional Consultant in Accordance with the Consultant's Competitive Negotiation Act (CCNA). Motion was seconded by Commissioner Santana-Woodall.

Discussion ensued.

Commissioner Minnaugh had concerns with this statute, because as she explained, this statute is extremely old and outdated. She said that times have changed so much in the last 45 years, and that every government agency is strapped by this statute, which is unbelievable. She said that she believes that the first thing that comes to everyone's mind is cost, and in this statute it is not important at all.

Commissioner Good commented that one of the reasons that CCNA was developed in this way, is when you have complex projects and choose to go with a low bid, what winds up happening is that it becomes way more expensive because of change orders; and what happened under CCNA is that the focus got more into qualifications.

Commissioner Minnaugh had concerns that since you don't see what the others are offering, and the fact that you have to first rank based on the qualifications, pick the top three, interview them, and if you can't negotiate, go to the next one; she said you don't see if it's the best price and the best qualified person or not; so what do you base it on. She does understand that this is the way the statute is written, but still feels it is outdated.

Commissioner Mersinger needed clarification on what the discussion is because the District needs to follow the statutory procedures, and she finds this discussion almost mute. She thinks the Board should go to the legislature and ask if it might be time to upgrade this; maybe even go to the local delegation. She does not see any wiggle room. She suggested that the Board

discuss this at a workshop, and create documentation on what they would like placed into legislation. Commissioner Good commented that the references on when this was adopted does not mean that it did not have amendments along the way. Commissioner Mersinger agreed with Commissioner Good and said that is why she suggested a workshop to clarify this, or possibly even change it through legislation.

Chair Hodges commented that it is not necessarily such a bad concept to pick the most competent person to do what you need done; that has a lot of good intent. Commissioner Mersinger said that her concern is that if a person knows that other people have not put in a bid, and it is not a bid situation, the District might not get the most quality for the money. She said that the District may have to look at the amendments, if there are any at all.

Commissioner Goggin asked District Director Hart if the District adopts this, and ends up using this process, and there is a change order; and now the District is spending more money because something was not done right to begin with; is that the same with all options. District Director Hart replied yes, the possibility of a change order does exist, and one obviously hopes that through the selection process, using a qualified, competent, professional, you will reduce the possibility of that, but in construction it is not realistic.

District Director Hart commented that the design-build concept was always intended to reduce or eliminate change orders. He said that when that whole concept came out back in the 80's you had the architect and the contractor under one contract, so you would not go back to the owner for a change order, but as agencies quickly found out, there is no insulation from a change order; because what happened on design-build, you had to present and prepare a design-build package which was very similar to a bid package, and if you did not list every specific item on what you wanted them to bid on, then they would come back and say it was not specific enough. He said his point is that it's up to the owner and the professional to work together to make sure everything is complete.

Chair Hodges commented that another benefit is having someone like District Director Hart and himself, that have this type of experience, to look at the package and the plans, and they might just see something as well; it is not just the consultant and the contractor that are looking at it.

Attorney Bell commented that there have been at least 31 Amendments to the CCNA since it was created, and the last one was in 2009, and the resolution that SBDD approved was done in 1987, so it's obsolete now with the new changes, so they had to do something one way or the other.

Chair Hodges said that there was a \$35,000 threshold for planning services and that's a rate that was established. He asked District Director Hart if the District is held to that, or can it be moved. District Director Hart replied that it can be moved, and that the policy makes reference to that; and whatever that threshold is (by statute), the District will be bound to it. Attorney Bell commented that it only moves if the legislature changes it.

Vice Chair Ryan asked if the requirements in the policy are set in stone; because it states that the Selection Committee may be comprised of 3 people; and it may include the District Director and one Board member. He said he would feel more comfortable if there were more than one Board member as part of the Selection Committee. District Director Hart replied that certain things are statutory, but others such as the composition of a Selection Committee will always be up to the Board. Attorney Bell added that if you wanted more than one Board

member, it would need to be added to the policy now. He said that the main reason for limiting it to one, is because you have more public advertising requirements if it's more than one.

The question was called and it was carried unanimously.

B. RESOLUTION 2016-07 – AMENDMENT TO 2015/2016 BUDGET

District Director Hart presented Resolution 2016-07 which grants approval for an amendment to the previously approved budget for the 2015/2016 fiscal year.

The overall budget amount has not changed, it remains at \$3,345,099; however five individual line items have been adjusted to reflect actual costs to date and projected expenses through the end of the fiscal year.

District Director Hart commented that the changes this year are minor and the budget amounts are pretty much in line across the board with the District's expenses this year.

District Director Hart requested approval of SBDD Resolution 2016-07 - Amendment to the Budget for the 2015/2016 fiscal year.

Commissioner Minnaugh made a motion for the approval of the Amendment to SBDD 2015/2016 fiscal year budget. Motion was seconded by Commissioner Goggin.

Vice Chair Ryan asked if there was a possibility of increasing Attorney Bell's fees. District Director Hart replied that he and Attorney Bell look into this every year and he believes that the District's attorney fees are in line with other districts.

The question was called and it was carried unanimously.

C. APPROVAL TO UTILIZE AN EXISTING CITY OF MIRAMAR "LIBRARY OF CONSULTANTS" TO HIRE AN ARCHITECT FOR THE DISTRICT'S GARAGE BUILDING EXPANSION PROJECT

District Director Hart said that this is a follow-up to Agenda Item No. 4-A; and a continuation of those previous discussions regarding the Garage Building Expansion project. He recommended that the District utilize the City of Miramar Library of Consultants for the District to select an architect to assist the District in the design of that building, and to prepare the bid documents.

The estimated cost for the project is \$400,000, which requires the District to follow CCNA in selecting and contracting with an architect. The District's CCNA Policies & Guidelines, which were just adopted, allows the District to hire a Professional Consultant through an existing contract by another government agency.

The City of Miramar has advertised for and awarded contracts for architectural services in accordance with CCNA, and these contracts were approved by the Miramar City Commission under Resolution No. 15-198. As such, the City has established seven qualified architects under a "Library of Consultants" who are able to provide architectural services to the City and if approved by the Board, allow them to provide architectural services to the District.

The services required by the District are similar in scope to those services advertised for and contracted by the City of Miramar.

District Director Hart said that the District has determined that utilizing the City of Miramar's existing Library of Consultant's for hiring an architect is in the best interest of the District and that such use of the City's contract would be done in a fair, equitable and economic manner.

The District shall follow the procedures outlined in the City's advertisement and contract for evaluating, selecting and contracting with the architect. The following procedure shall be followed:

- The District shall establish a Selection Committee to evaluate and rank qualified architects from the City's Library of Consultants, based upon their qualifications, not based upon price.
- It is recommended that the Selection Committee be comprised of the SBDD Board Chair, District Director, and Assistant District Director.
- The District shall request "Letters of Interest" from a minimum of three firms from the City of Miramar's Library of Consultants for architectural services, based upon the District's Scope of Services.
- The Selection Committee shall evaluate the Letters of Interest and shall rank the firms based upon their qualifications.
- The District Director shall negotiate a fair and equitable price with the most highly qualified firm and shall follow the CCNA Policies and Guidelines in the negotiation process.
- The Selection Committee shall present a recommendation to the Board of Commissioners to enter into a contract for architectural services, based upon the evaluation, rankings and contract negotiations.
- It is estimated that the process for evaluating, ranking, negotiating and presenting a recommendation to the Board will take 45 – 60 days. District Director Hart said that he will try to bring this back to the Board by October.

There will be no financial impacts to this agenda item, as Board of Commissioners will approve the final contract with the architect.

The request is to authorize the District Director to utilize the City of Miramar's Library of Consultants in selecting a Professional Architect for the District's Garage Building Expansion project.

Commissioner Mersinger made a motion for the Approval to utilize an existing City of Miramar "Library of Consultants" to hire an architect for the district's Garage Building Expansion Project. Motion was seconded by Commissioner Minnaugh.

Commissioner Mersinger commented that when she gets the information after the top 3 or 5 are picked, she would like to be able to see a history of change orders from previous projects, any lawsuits, conflicts, what their minority hiring is, etc. She wants to be able see this so that those questions can be answered ahead of time.

District Director Hart stated that the recommendation from the Director is that the Selection Committee will rank, negotiate and bring the contract back to the board; or if the Board prefers, the District can get the submittals, rank the submittals, and bring the rankings back to the Board for approval. This way, the Board could get all of the same information. He said that the Selection Committee could evaluate and bring forward the three firms without any rankings; if the Board felt it was appropriate as a body that they should evaluate the firms, and set the rankings based on the criteria mentioned. Another possibility is that the District Director could list those key components that are important to the Board, and make sure that those are listed in the District's criteria for the architect to include in their submittal to the District, so that the Board can evaluate that. He said the question is, do we have the Committee go through that entire process; vet, evaluate, rank, negotiate the contract and bring it back to the Board to approve the contract; or does the Board want to get more involved in the actual selection. There are many different ways to go on this.

He said that he would categorize this as a very straight-forward project that is not complicated from the standpoint of design or construction, and one that he is confident the staff has the experience to oversee, and make sure that it is done correctly.

Commissioner Mersinger commented that she would rather review the top three with the backup, and have input, rather than just rubber-stamp the contract. She needs a bit more information than to just rubber-stamp it.

Commissioner Good commented that there is certainly merit to vet out the qualification components of this, in advance of negotiations, because he has seen times where much time is expended through that entire process, only to be killed because of the qualification or a question on the ranking; and that's really the focus. It's not so much having the Board make the selection, but the Board, in his experience, participate in accepting the rankings as recommended by the Committee; not necessarily selecting. He said he supports that component of it. He also mentioned that he feels there is a time issue as well, because of the lead times of 30 days.

Commissioner Mersinger stated that the questions she is asking are pretty simplistic questions; and is information for the Board's benefit; because to her, these are questions that need to be asked.

Commissioner Good said that if you're approving the rankings you can vet all that out. Chair Hodges said that what Commissioner Good is stating has a lot of merit; and you can apply it in this case; and you can get to see all the ifs, ands or buts; and the rankings; and you will have a level of comfort.

Commissioner Minnaugh said that she would like to see the information on the rankings too, and she believes that is what the Board is here to do. She said that looking at the time schedule, if this all goes smoothly, under the District Director's projected time frame, the first shovel will not be put into the ground until sometime in July of next year, and if lucky, the District will be finished by December. Most likely it'll carry over by 2018. This project started close to a year ago in concept and getting the ground work approved; and could've probably been built under \$350,000 eighteen months ago. She said she could see why the public thinks government wastes money; because it's so long and dragged out.

Commissioner Minnaugh had concerns regarding the cost. She asked when does the Board find out about the cost; do they lock it in now, or will it take another eight months to actually start construction. She wanted to know if there is something in the policy that states that the cost is locked in, or does the price increase if costs goes up. District Director Hart replied that they will be locked in. She said that she agrees with Commissioner Good on the ranking process, and she would just like to know if there were any lawsuits.

Commissioner Mersinger commented that if the change orders were all customer driven, that is one thing, but if there were a load of change orders that were not customer driven, that to her, is an issue; and those are the things that she would like the Committee to bring forward. Commissioner Minnaugh asked if this can be added without adding a lot of time to the schedule. District Director Hart replied yes.

In summary, Chair Hodges said that the process will be that the Selection Committee ranks the firm, brings it back to the Board, then the Committee goes back and does their homework, and finally, the negotiations begin.

After further discussion, District Director Hart stated that the Selection Committee will present the rankings to the Board for approval first; District Director Hart will conduct the negotiations second; and finally, bring the contract to the Board for approval. He said that he hopes to have the rankings ready for approval by October.

Commissioner Mersinger made an amendment to the motion to add that in the architectural process, the Selection Committee pick three Architects, and the rankings will come back to the Board for approval. Motion was seconded by Commissioner Minnaugh.

Commissioner Good asked if the building will be hurricane rated. District Director Hart said that it will be hurricane rated; to withstand winds of 180 mph. Commissioner Good asked if there is any proposed increase for generated power, or is the generated power currently there sufficient. District Director Hart said that the generated power that is currently there is sufficient, and it will tie-in, so that there will be a connection to that power source (backup generator); and the District will have a solar powered electric element to the project as well. It is part of the scope.

The question was called and it was carried unanimously.

D. OTHER

- **E-mail Password** – District Director Hart reminded the Board to submit their password information for the SBDD e-mail accounts.

05. Attorney Report:

None.

06. APPROVAL OF LEGAL FEES

Commissioner Minnaugh moved for approval of the legal bills. Motion was seconded by Commissioner Goggin and it was carried unanimously.

07. BOARD MEMBER'S QUESTIONS/COMMENTS

Commissioner Mersinger asked District Director Hart that with the storm that may or may not come, has the District been drawing down the water levels already. District Director Hart replied yes, we are holding the water levels at control elevation, and have a conference call with SFWMD later today, and will get further direction on what we can do with our water levels. It depends on the forecast. Right now the levels are all pretty good.

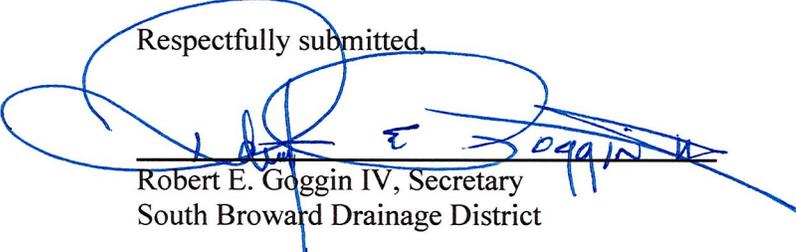
Commissioner Goggin said that it was his understanding that in governmental facilities, like fire rescue stations, that they meet a different level of building code on hurricane scales; so that they don't collapse as easily, and that they go through other rules. Because the District is a separate entity, and at a certain level, where it is important for our equipment to be used at the time of need, is this something for the garage building that should be looked at; to be at that level of criteria; or is that something that the District should not be concerned about. District Director Hart replied that is something that the District will take into account when they look at the scope; but Emergency Operation Centers and certain shelters have a bit of a higher standard and different components than our garage building. For example, a back-up water supply, etc. which is more for shelters and facilities where people will be inside the building, as opposed to a garage type area.

08. MEETING DATE(S)

- A. **Regular Board Meeting** will be held on **Monday, September 12th at 8:00 a.m.** with the **Final Budget Hearing for 2016/2017 Fiscal Year** to be held at **8:15 a.m.**

Adjournment at 9:17 A.M.

Respectfully submitted,


Robert E. Goggin IV, Secretary
South Broward Drainage District

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MEMORANDUM

DATE: August 18, 2016

TO: South Broward Drainage District Commissioners

FROM: Kevin M. Hart, P.E.
District Director

Subject: SBDD Resolution No. 2016-06 – Approval and Adoption of SBDD Policies and Guidelines for Selecting a Professional Consultant in Accordance with the Consultant’s Competitive Negotiation Act (CCNA)

Comments:

Attached for the Board’s review and approval is SBDD Resolution No. 2016-06 which will adopt proposed Policies and Guidelines for Selecting a Professional Consultant in Accordance with the Consultant’s Competitive Negotiation Act (CCNA), Section 287.055, F.S.

CCNA was enacted by the Florida Legislature in 1971 to establish rules for public agencies to follow in the selection and procurement of professional design services, and it requires that the District select Professional Consultants based on qualifications rather than on a “lowest bid” basis.

The District Director is requesting approval of the attached Policies and Guidelines for selecting Professional Consultants in accordance with CCNA. If approved, these Policies and Guidelines would replace procedures established by a prior Board of Supervisors for contracting for professional services in accordance with CCNA under SBDD Resolution No. 87-7.

In addition to establishing guidelines for hiring professional consultants under CCNA, the Policies and Guidelines establish guidelines for SBDD to hire a professional consultant through an existing contract by another governmental agency and to hire a professional consultant through a design-build process.

Financial impacts to this Agenda Item: approval of Resolution No. 2016-06 will establish policies and guidelines for the District to select and hire a Professional Consultant in accordance with CCNA. There are no immediate financial impacts associated with this agenda item, as any individual contract will require separate approval by the Board of Commissioners.

This is to request approval of SBDD Resolution 2016-06 – SBDD Policies and Guidelines for Selecting a Professional Consultant in Accordance with the Consultant’s Competitive Negotiation Act (CCNA)

KH
Attachments

SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION No. 2016-06

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT APPROVING AND ADOPTING THE SOUTH BROWARD DRAINAGE DISTRICT POLICIES AND GUIDELINES FOR SELECTING A PROFESSIONAL CONSULTANT IN ACCORDANCE WITH THE CONSULTANT'S COMPETITIVE NEGOTIATION ACT (SECTION 287.055, FLORIDA STATUTES), PROVIDING FOR RENDERING SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION NO. 87-7 NULL AND VOID, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Broward Drainage District, a political subdivision of the State of Florida, and an independent water management district hereinafter referred to as "District", is charged with the responsibility of effecting drainage and water management within its geographical boundaries; and

WHEREAS, the District Board of Commissioners has determined that the District should approve and adopt an updated set of Policies and Guidelines for the selection of Professional Consultants in accordance with the Consultant's Competitive Negotiation Act (Florida Statutes Section 287.055) (hereinafter referred to as "CCNA"); and

WHEREAS, CCNA was enacted by the Florida Legislature in 1971 to establish rules for public agencies to follow in the selection and procurement of professional design services; and

WHEREAS, CCNA requires that the District select Professional Consultants based on qualifications rather than on a "lowest bid" basis; and

WHEREAS, CCNA establishes guidelines, based upon estimated construction costs, for when CCNA shall apply; and

WHEREAS, on August 6, 1987, the District's then Board of Supervisors, adopted and approved procedures for contracting for professional design services in accordance with CCNA under SBDD Resolution No. 87-7; and

WHEREAS, the District's Director has submitted to the District Board of Commissioners updated policies and guidelines for selecting Professional Consultants in accordance with CCNA (hereinafter referred to as "CCNA Policies and Guidelines"); and

WHEREAS, the proposed CCNA Policies and Guidelines are stated in the attached Exhibit "A"; and

WHEREAS, the District Director has recommended that the CCNA Policies and Guidelines be approved and adopted by the Board of Commissioners; and

WHEREAS, the CCNA Policies and Guidelines shall be followed by the District in the

selection and hiring of Professional Consultants as defined in the CCNA Policies and Guidelines; and

WHEREAS, the approval and adoption of the CCNA Policies and Guidelines under SBDD Resolution No. 2016 -06 shall supersede the procedures previously approved and adopted under SBDD Resolution No. 87-7, and shall render said procedures null and void and of no force and effect; and

WHEREAS, a public hearing was held at the offices of the South Broward Drainage District located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 at 8:00 A.M. on Thursday, the 25th day of August, 2016 for the purpose of approving and adopting the CCNA Policies and Guidelines;

NOW, THEREFORE, be it resolved by the Board of Commissioners of the South Broward Drainage District in meeting assembled that:

1. The foregoing statements are true and correct and are incorporated herein by reference as if fully stated herein.

2. The South Broward Drainage District CCNA Policies and Guidelines as stated in the attached Exhibit "A" are approved and adopted.

3. If any one or more of the covenants, agreements or provisions of this Resolution or the attached Exhibit "A" shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be separate from the remaining covenants, agreements or provisions and shall in no way affect the validity of all other provisions of this Resolution or the attached Exhibit "A".

4. The South Broward Drainage District CCNA Policies and Guidelines shall take effect as of the 25th day of August, 2016 and shall be effective until revised or changed by the District Board of Commissioners by subsequent resolution.

5. This Resolution shall take effect immediately upon its adoption.

6. Upon the adoption of this Resolution 2016-06, the Procedures adopted by South Broward Drainage District Resolution No. 87-7 are null and void, of no force and effect and are replaced in their entirety by the CCNA Policies and Procedures adopted by this Resolution No. 2016-06.

IN WITNESS WHEREOF, the Chairperson of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has hereunto set his hand and the Secretary of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has caused to be set its seal.

ADOPTED AND DATED the _____ day of _____, 2016.
SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____
Scott Hodges, Chairperson

Attest:

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution No. 2016-06 was acknowledged before me this ____ day of _____, 2016 by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this ____ day of August, 2016.

(NOTARY SEAL OR STAMP)

↓

Notary Public - State of Florida at Large

EXHIBIT "A"

SOUTH BROWARD DRAINAGE DISTRICT

POLICIES AND GUIDELINES FOR SELECTING PROFESSIONAL CONSULTANTS

August 2016

General

The South Broward Drainage District ("SBDD" or "District") Board of Commissioners (Board) has established the following policies and guidelines for the District to follow in the selection and hiring of a professional Consultant in accordance with the Consultant's Competitive Negotiation Act (CCNA), Section 287.055, F.S.

Definitions

For purposes of these policies and guidelines, "Professional Consultant" shall refer to trained professionals who are permitted by Florida law to provide professional engineering, architecture, landscape architecture or registered surveying and mapping services as defined by Florida Law. As it relates to compliance with CCNA, the term "professional consultant" shall be used interchangeably with "consulting firm", "firm", "consultant", "professional consulting firm", and "professional services".

"Agency" shall mean the state, a state agency, a municipality, a political subdivision, a school district or a school board.

"Library of Consultants" shall mean a list of consultants who have been selected by an agency to provide professional services in accordance with CCNA. A Library of Consultants provides an agency with a list of multiple consultants from which to evaluate and select for professional services under CCNA. Firms contracted under a Library of Consultants shall not be required to bid against each other.

"Continuing Contract" shall mean a contract for professional services entered into in accordance with CCNA between an agency and a consultant whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against each other.

"Letter of Interest" shall mean a written submittal by a professional consultant expressing their interest in providing professional services to an agency. The Letter of Interest may

include supplemental information and documentation that demonstrates the firm's qualifications and ability to perform a specified task or project as requested by the agency.

Background

Adopted by the Florida Legislature in 1971, Section 287.055, F.S. (CCNA) requires state government agencies, municipalities, political subdivisions, school boards and school districts, to select a consulting firm based on qualifications rather than on a "lowest bid" basis.

The method of procuring professional services in accordance with CCNA shall apply as follows:

- Expect in cases of valid public emergencies as certified by the District Director, planning or study activities where compensation exceeds the threshold amount provided in Section 287.017, F.S. for Category Two, which is currently \$35,000.
- Expect in cases of valid public emergencies as certified by the District Director, construction projects where the basic cost of construction, as estimated by SBDD, exceeds the threshold amount provided in Section 287.017, F.S. for Category Five, which is currently \$325,000.
- The District shall prepare a good faith estimate in determining whether the proposed activity meets the threshold amounts noted above.

Guidelines for Hiring a Professional Consultant in Accordance with CCNA

Once it's been determined that the contracting for professional services must follow CCNA, then SBDD shall follow the following guidelines in the selection and hiring of a professional consultant in accordance with CCNA:

- The District shall establish a Selection Committee for the purpose of evaluating, ranking and making a recommendation to the Board for the selection of a professional consultant.
- The Selection Committee shall be comprised of a minimum of three (3) people and a maximum of five (5) people and may include the District Director and one (1) Board member.
- The District Director shall submit a recommendation to the Board for the creation and composition of the Selection Committee.
- The District shall publicly announce in a uniform and consistent manner each occasion when the District intends to contract for professional services. The public notice shall include a general description of the project and shall indicate how interested consultants may apply for consideration. The public notice shall be placed in a newspaper in general circulation in Broward County once a week for two consecutive weeks, with the second notice being published between 7 and 14 days

prior to the date the submittals are due. The notice shall also be placed on the District's webpage.

- The Selection Committee shall prepare evaluation criteria for each individual activity/project to be used in the ranking and selection of professional services.
- The evaluation criteria shall include, but not be limited to: capabilities, ability of professional personnel, past performance, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, ability of professional personnel, willingness to meet time and budget requirements, location, recent, current and projected workloads of the firms, volume of work previously awarded to each firm by the District and other factors determined by the District to be applicable.
- When securing professional services, SBDD shall endeavor to meet the minority business enterprise procurement goals under Section 287.09451, F.S.
- All meetings of the Selection Committee shall be open to the public.
- Each member of the Selection Committee shall review each of the submittals received by the District in response to the advertisement.
- Within a reasonable time period from receiving the submittals, the Selection Committee shall meet, and based upon the evaluation criteria, shall prepare a shortlist of applicants for future consideration by the Selection Committee and Board. The shortlist of Consultants shall be comprised of no fewer than three firms and no greater than five firms.
- In the event that fewer than three firms submit qualifications in response to an advertisement, then all firms that submit a proposal shall be shortlisted.
- If desired and deemed necessary, the Selection Committee may conduct interviews and require public presentations by the shortlisted firms addressing the evaluation criteria.
- Based upon the submittals, interviews, and public presentations, as applicable, the Selection Committee shall prepare a final ranking of firms for consideration by the Board.
- The Selection Committee's final ranking shall be in the order of preference of the firms deemed to be the most highly qualified to provide the required services.
- The Selection Committee shall present its final rankings to the Board for approval.
- The Board shall determine and approve the final rankings of firms based upon all of the information made available to them.
- After approval of the final rankings by the Board, the District Director shall commence negotiations on a contract with the most qualified firm for professional services which he or she determines is fair, competitive, and reasonable.
- The District Director may, upon approval of the Board, establish a Negotiation Committee to negotiate the contract as stated above. If applicable, the Committee shall be comprised of up to three (3) members, and may include one member of the Board.
- For any lump-sum or cost-plus-a-fixed-fee for professional services contract over the threshold amount provided in Section 287.017, F.S. for Category Four, which is currently \$195,000, the District shall require the firm receiving the award to execute

a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

- Should the District be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the District determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The District shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the District shall terminate negotiations. The District shall then undertake negotiations with the third most qualified firm.
- Should the District be unable to negotiate a satisfactory contract with any of the selected (ranked) firms, the District shall select additional firms in the order of their competence and qualifications and continue negotiations until an agreement is reached in accordance with this policy.

Guidelines for Hiring a Professional Consultant in Accordance with CCNA Through an Existing Contract for Professional Services by Another Agency

SBDD may elect to hire a professional consultant through an existing contract for professional services by another agency under the following guidelines:

- The process by which the professional consultant was hired by the agency was in accordance with CCNA.
- The services required by the District must be similar in scope to the services advertised and contracted by the agency.
- The District has determined that utilizing an existing contract of another agency for hiring a professional consultant is in the best interest of the District and that such use of an existing contract is being done in a fair, equitable and economic manner.
- The District shall follow the procedures and processes outlined in the agency's advertisement and contract for evaluating, selecting and contracting with the professional consultant.
- Whenever possible, the District shall request "Letters of Interest" from a minimum of three firms from the Library of Consultants or Continuing Contracts of another agency in order to select its consultant for professional services.
- The District may elect to establish a Selection Committee for the purpose of evaluating the Letters of Interest, ranking the firms, and making a recommendation to the Board for approval of the professional consultant.
- All meetings of the Selection Committee shall be open to the public.
- Prior to proceeding with this approach for hiring a professional Consultant, the District Director shall obtain approval from the Board. The request for Board approval shall include the following:
 - A general description of the project scope.

- A description of the professional services that are required by the District.
- The name of existing agency whose contract will be utilized by the District.
- A list of the firms deemed to be qualified under the existing agency contract to provide professional services to the District.
- If applicable, a recommendation to establish a Selection Committee, and the proposed make-up of the Selection Committee.
- A summation of the procedures and process that the District will follow, under the agency's existing advertisement and contract, in selecting the professional consultant.
- A copy of the agency's existing advertisement and contract.
- The estimated time frame in selecting the professional consultant.
- Based upon the criterion established, the District Director or Selection Committee shall evaluate and rank the professional consultants in the order of preference of the firms deemed to be the most highly qualified to perform the required services.
- The District Director shall then negotiate a contract with the most qualified firm for professional services which is determined to be fair, competitive, and reasonable; and shall follow CCNA (as detailed above) until an agreement is reached.
- The District Director shall present a recommendation to the Board on the selection of the professional consultant and approval of the contract.
- The Board shall approve the selection of the firm and the contract, based upon all of the information made available to them.

Guidelines for Hiring a Professional Consultant in Accordance with CCNA Through a Design-Build Process

SBDD shall follow the following guidelines in awarding a design-build contract for District construction projects:

- The District shall use a competitive-based selection process in awarding a design-build contract.
- The District shall establish a Selection Committee for the purpose of evaluating and making a recommendation to the Board for the selection of the design-build firm.
- The Selection Committee shall be comprised of a minimum of three (3) people and a maximum of five (5) people and may include the District Director and one (1) Board member.
- The District Director shall submit a recommendation to the Board for the creation and composition of the Selection Committee.
- All meetings of the Selection Committee shall be open to the public.
- The District shall prepare a design criteria package for the design and construction of the project, which must be prepared and sealed by a design criteria professional employed or retained by the District.
- The design criteria package shall furnish sufficient information to allow a design-build firm to prepare a bid/response to the District's Request for Proposals/Bids. It shall specify concise, performance-oriented criteria/drawings/specifications for

the project, including: the legal description of the site; survey information concerning the site; interior space requirements (if applicable); material quality standards; schematic layouts and conceptual design criteria of the project; cost or budget estimates; design and construction schedules; site development requirements; provisions for utilities; stormwater retention and disposal requirements; and parking requirements applicable to the project.

- If the District uses a design criteria professional to prepare the design criteria package, then said design criteria professional shall not be eligible to render services under a design-build contract executed pursuant to the design criteria package.
- The Selection Committee shall prepare criteria, procedures, and standards for the evaluation of design-build contract proposals/bids, based on price, technical ability, and design aspects of the project, weighted for the project.
- These criteria, procedures, and standards shall be separated into two categories as follows:
 - Part A - qualifications, technical ability, design aspects, availability, past work, staffing, and other factors as determined by the Selection Committee.
 - Part B - competitive cost proposal.
- The District shall place an advertisement for Requests for Qualifications and Bids of Design-Build Firms for the project once a week for two consecutive weeks in a newspaper in general circulation in Broward County, with the second notice being published between 7 and 14 days prior to the date the submittals are due. The notice shall also be placed on the District's webpage.
- The District's advertisement shall require the submittal of two (2) separate sealed envelopes for the project as follows:
 - Envelope A – to include the design-build firms response to the District's Request for Proposals/Bids less the competitive cost proposal/bid (which will be submitted separately in Envelope B).
 - Envelope B – to include a competitive cost proposal/bid pursuant to the design criteria package.
- The Selection Committee shall qualify and select no fewer than three design-build firms as the most qualified, based upon the qualifications and information provided in Envelope A of the bid submittal.
- If desired and deemed necessary, the Selection Committee may conduct interviews and require public presentations by no more than five (5) shortlisted design-build firms regarding their ability to successfully complete the project.
- The District shall open Envelope B of those design-build firms deemed to be the most highly qualified by the Selection Committee. These envelopes shall be opened at the District's headquarters on a date and time publicly advertised by the District.
- All other B Envelopes shall remain sealed and unopened.
- Within a reasonable time period from the opening of the Bids (B Envelopes) the Selection Committee shall meet and determine the final rankings of the design-build firms based upon the evaluation criteria established prior to the solicitation of the Qualifications and Bid Proposals.
- The Selection Committee shall present its final rankings and recommendations to the Board for approval.

- The Board shall determine and approve the award of the design-build contract based upon all of the information made available to them.
- Subsequent to the award of the contract, the District must approve the detailed working drawings of the project; and shall evaluate the compliance of the project construction with the design-build criteria package. If necessary, the District may utilize an outside Consultant to assist with these tasks.
- In the case of a public emergency, the Board hereby authorizes the District Director to declare an emergency and to negotiate with the best qualified design-build firm available at that time.
- The District may, upon approval of the Board, elect to award a design-build contract by use of a qualifications-based selection process in accordance with CCNA.

Any conflicts between CCNA [Florida Statutes section 287.055, as amended] and these policies shall be resolved in favor of CCNA.

All provisions of CCNA not specifically stated herein are hereby incorporated herein and shall be followed by the District.

The Public shall not be excluded from any proceedings set forth in this policy.

These Policies and Guidelines were approved and adopted by the South Broward Drainage District Board of Commissioners by SBDD Resolution No. 2016 - 06 on August 25, 2016.

****MEMORANDUM****

DATE: August 18, 2016
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: SBDD Resolution No. 2016-07 – Amendment to the 2015/2016 Budget

Comments:

Attached for the Board's review and approval is SBDD Resolution No. 2016-07 which grants approval for an amendment to the previously approved budget for the 2015/2016 fiscal year.

The overall budget amount has not changed (\$3,345,099); however five individual line items have been adjusted to reflect actual costs to date and projected expenses through the end of the fiscal year. All adjusted line items have been highlighted for reference.

I am happy to answer any questions or provide whatever additional information is requested as it relates to the proposed amended budget for fiscal year 2015/2016.

Financial impacts to this Agenda Item: approval of Resolution No. 2016-07 amends the previously approved budget for the 2015/2016 fiscal year. The overall budget amount will not change.

This to request approval of SBDD Resolution 2016-07 - Amendment to the 2015/2016 Budget.

KH

Attachments

SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION N° 2016-07

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT ADOPTING AND APPROVING THE AMENDED BUDGET OF THE SOUTH BROWARD DRAINAGE DISTRICT FOR FISCAL YEAR 2015/2016; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Broward Drainage District, a political subdivision of the State of Florida (hereinafter referred to as "District") is charged with the responsibility of maintaining canals and other facilities within the area of its jurisdiction in Broward County, Florida; and

WHEREAS, the final budget for fiscal year 2015/2016 as prepared by the District's Director, a copy of which is attached hereto as Exhibit "A" was approved and adopted by the District Board of Commissioners by District Resolution 2015-08 on September 14, 2015; and

WHEREAS, the District Director has prepared an amended budget for the District's 2015/2016 fiscal year, a copy of which is attached hereto as Exhibit "B" and which has been submitted to the District Board of Commissioners for approval; and

WHEREAS, a public meeting was held at the offices of the South Broward Drainage District, located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 at 8:00 A.M. on Thursday, August 25, 2016, for the purpose of approving the amended budget for the fiscal year 2014/2015;

NOW, THEREFORE, be it resolved by the Board of Commissioners of the South Broward Drainage District in meeting assembled, that:

1. The foregoing statements are incorporated herein by reference as if fully stated herein.

2. The District's amended budget for fiscal year 2015/2016, a copy of which is attached hereto as Exhibit "B" is approved and adopted and shall become effective at the beginning of the 2015/2016 fiscal year, to wit: October 1, 2015 and the District's funds may be expended commencing October 1, 2015 and ending September 30, 2016.

3. The proposed expenditures in the amended budget are \$ 3,345,099.
4. Funds of the District's 2015/2016 amended budget not expended during the current fiscal year 2015/2016 may be used and expended during subsequent fiscal years.
5. If any one or more of the covenants, agreements or provisions of this Resolution or the Exhibits attached hereto shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be separate from the remaining covenants, agreements or provisions and shall in no way affect the validity of all other provisions of this Resolution or the Exhibits attached hereto.

WHEREAS, this resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, the Chairperson of the Board of Commissioners of the District has hereunto set his hand and the Secretary of the Board of Commissioners of the District has caused to be set its seal.

ADOPTED and DATED the ____ day of August, 2016.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____
Scott Hodges, Chairperson

Attest:

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution N° 2016-07 was acknowledged before me this ____ day of August, 2016, by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of August, 2016.

Notary Public - State of Florida at Large

[NOTARY SEAL OR STAMP]

SOUTH BROWARD DRAINAGE DISTRICT
ADOPTED BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016

	TOTALS
I. SALARIES/WAGES:	
1501. ADMINISTRATIVE/OFFICE	\$334,501
1503. BOARD OF COMMISSIONERS	\$37,800
1505. FIELD OPERATIONS	\$501,105
1506. ENGINEERING/INSPECTIONS/PERMITTING	\$247,990
1507. PAYROLL TAXES/FICA	\$90,833
1509. PENSION/FRS	\$105,891
1513. OTHER	\$65,000
TOTAL	\$1,383,121
II. PROFESSIONAL FEES:	
1520. ACCOUNTING/AUDIT FEES	\$25,000
1535. ENGR.FEES/SPECIAL PROJECTS/CONSULTING	\$65,000
1540. LEGAL FEES	\$60,000
1543. LEGAL FEES/SPECIAL PROJECTS	\$25,000
1544. OTHER	\$1,000
TOTAL	\$176,000
III. INSURANCE:	
1550. COMMERCIAL PROPERTY PACKAGE	\$36,000
1555. GENERAL/EXCESS LIABILITY	\$38,000
1560. GROUP HEALTH/LIFE/DENTAL	\$395,000
1570. WORKERS COMPENSATION	\$22,000
TOTAL	\$491,000
IV. OFFICE AND ADMINISTRATION:	
1575. ADVERTISING	\$6,500
1585. COMPUTER SUPPLIES/UPGRADES	\$10,000
1590. DUES/SUBSCRIPTIONS	\$5,600
1600. FPL/ELECTRIC	\$13,000
1603. GAS (LP)/AUXILIARY SERVICE	\$5,000
1605. JANITORIAL SERVICE	\$2,000
1610. LICENSES, FEES & EMS SERVICE	\$900
1615. MAINTENANCE CONTRACTS	\$9,000
1620. MISCELLANEOUS/UNIFORMS	\$2,500
1625. OFFICE SUPPLIES/POSTAGE	\$4,500
1630. PAYROLL SERVICE	\$3,600
1635. PRINTING/STATIONERY/DISPLAYS	\$1,800
1640. PUBLIC RECORDS	\$40,000
1645. TELEPHONES/MISCELLANEOUS COMMUNICATIONS	\$15,000
1650. WATER/SEWER	\$2,100
TOTAL	\$121,500

EXHIBIT "A" TO SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION N^o. 2016-07

SOUTH BROWARD DRAINAGE DISTRICT
ADOPTED BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016

	TOTALS
V. REPAIRS AND MAINTENANCE:	
1655. BUILDINGS/GROUNDS	\$35,000
1660. EQUIPMENT RENTAL/OUTSIDE SERVICE	\$5,000
1665. EQUIPMENT/VEHICLES/BOATS	\$30,000
1670. FUEL/OIL - PUMP STATIONS	\$60,000
1675. FUEL/OIL - VEHICLES/EQUIPMENT	\$40,000
1677. SPILL CONTAINMENT MATERIALS	\$5,000
1680. JANITORIAL SUPPLIES	\$1,000
1683. HURRICANE PREPAREDNESS SUPPLIES	\$1,500
1685. LANDSCAPING/MOWING/CLEARING	\$32,000
1690. PHOTOGRAPHY/SUPPLIES	\$250
1695. PUMP STATIONS & CONTROL STRUCTURES	\$70,000
1700. SAFETY/SCUBA/INSPECTION EQUIPMENT	\$2,500
1705. SANITATION/EXTERMINATION	\$7,500
1710. SMALL TOOLS/SHOP SUPPLIES	\$9,000
1715. WATER RECORDERS/ELEVATION GAUGES/TELEMETRY	\$8,000
TOTAL	\$306,750
VI. FACILITIES REPAIR/ REPLACEMENT/ UPGRADES:	
1720. CANAL CLEANING/SWALE RENOVATIONS/CLEANING	\$30,000
1725. CULVERT INSPECTIONS AND CLEANING	\$50,000
1730. CULVERT REPAIR/FLAPPER GATES	\$40,000
1735. ENDWALL REPAIR	\$5,000
1740. EROSION CONTROL	\$45,000
1745. GATES/BARRIERS/FENCES/SIGNS	\$5,000
1747. OUTFALL STRUCTURES/WEIRS	\$2,000
1750. TRASH RACKS/PILING/TANKS/PAINTING	\$10,000
1755. TREE REMOVAL	\$30,000
TOTAL	\$217,000
VII. AQUATIC PLANT MGMT/WATER ANALYSIS :	
1765. HERBICIDES	\$370,000
1770. TRIPLOID CARP/FISH GUARDS/MAINTENANCE	\$30,000
1775. WATER TESTING	\$8,000
TOTAL	\$408,000
VIII.	
1780. MEETINGS, SEMINARS, TOLLS, TRAVEL, EDUCATION & EMPLOYEE DEVELOPMENT	\$8,500

SOUTH BROWARD DRAINAGE DISTRICT
ADOPTED BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016

	TOTALS
IX. 1785. EQUIPMENT PURCHASES, REPLACEMENTS & UPGRADES	\$50,000
X. BROWARD COUNTY COLLECTION FEES (2%)	\$61,867
XI. DISCOUNTS (EARLY TAX PAYMENTS):	\$111,361
XII. 1787. CONTINGENCY	\$10,000
TOTAL BUDGET FUND	\$3,345,099
DISTRICT REVENUE/INCOME	TOTALS
I. MAINTENANCE OPERATIONS/REVENUES (2015/2016 PROPERTY ASSESSMENT)	\$3,093,365
II. PERMIT FEES	\$30,000
III. 5 YR RECERTIFICATION PROGRAM	\$30,000
IV. RESIDENTIAL & LOS PERMIT FEES	\$22,000
V. TELECOMMUNICATIONS ANNUAL FEE	\$2,850
VI. APPROPRIATION OF FUND BALANCE	\$153,885
VII. INTEREST	\$12,000
VIII. MISCELLANEOUS INCOME	\$1,000
TOTAL ESTIMATED REVENUES	\$3,345,099

SOUTH BROWARD DRAINAGE DISTRICT
 AMENDED BUDGET
 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016

	TOTALS
I. SALARIES/WAGES:	
1501. ADMINISTRATIVE/OFFICE	\$334,501
1503. BOARD OF COMMISSIONERS	\$37,800
1505. FIELD OPERATIONS	\$501,105
1506. ENGINEERING/INSPECTIONS/PERMITTING	\$247,990
1507. PAYROLL TAXES/FICA	\$90,833
1509. PENSION/FRS	\$105,891
1513. OTHER	\$65,000
TOTAL	\$1,383,121
II. PROFESSIONAL FEES:	
1520. ACCOUNTING/AUDIT FEES	\$25,000
1535. ENGR.FEES/SPECIAL PROJECTS/CONSULTING	\$59,700
1540. LEGAL FEES	\$60,000
1543. LEGAL FEES/SPECIAL PROJECTS	\$25,000
1544. OTHER	\$1,000
TOTAL	\$170,700
III. INSURANCE:	
1550. COMMERCIAL PROPERTY PACKAGE	\$36,000
1555. GENERAL/EXCESS LIABILITY	\$38,000
1560. GROUP HEALTH/LIFE/DENTAL	\$395,000
1570. WORKERS COMPENSATION	\$22,000
TOTAL	\$491,000
IV. OFFICE AND ADMINISTRATION:	
1575. ADVERTISING	\$6,500
1585. COMPUTER SUPPLIES/UPGRADES	\$10,000
1590. DUES/SUBSCRIPTIONS	\$5,600
1600. FPL/ELECTRIC	\$13,000
1603. GAS (LP)/AUXILIARY SERVICE	\$5,000
1605. JANITORIAL SERVICE	\$2,000
1610. LICENSES, FEES & EMS SERVICE	\$900
1615. MAINTENANCE CONTRACTS	\$9,000
1620. MISCELLANEOUS/UNIFORMS	\$4,200
1625. OFFICE SUPPLIES/POSTAGE	\$4,500
1630. PAYROLL SERVICE	\$3,600
1635. PRINTING/STATIONERY/DISPLAYS	\$1,800
1640. PUBLIC RECORDS	\$40,000
1645. TELEPHONES/MISCELLANEOUS COMMUNICATIONS	\$15,000
1650. WATER/SEWER	\$2,100
TOTAL	\$123,200

EXHIBIT "B" TO SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION N^o. 2016-07

SOUTH BROWARD DRAINAGE DISTRICT
 AMENDED BUDGET
 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016

	TOTALS
V. REPAIRS AND MAINTENANCE:	
1655. BUILDINGS/GROUNDS	\$35,000
1660. EQUIPMENT RENTAL/OUTSIDE SERVICE	\$5,000
1665. EQUIPMENT/VEHICLES/BOATS	\$30,000
1670. FUEL/OIL - PUMP STATIONS	\$60,000
1675. FUEL/OIL - VEHICLES/EQUIPMENT	\$40,000
1677. SPILL CONTAINMENT MATERIALS	\$5,000
1680. JANITORIAL SUPPLIES	\$1,000
1683. HURRICANE PREPAREDNESS SUPPLIES	\$1,500
1685. LANDSCAPING/MOWING/CLEARING	\$32,500
1690. PHOTOGRAPHY/SUPPLIES	\$250
1695. PUMP STATIONS & CONTROL STRUCTURES	\$70,000
1700. SAFETY/SCUBA/INSPECTION EQUIPMENT	\$2,500
1705. SANITATION/EXTERMINATION	\$10,200
1710. SMALL TOOLS/SHOP SUPPLIES	\$9,000
1715. WATER RECORDERS/ELEVATION GAUGES/TELEMETRY	\$8,400
TOTAL	\$310,350
VI. FACILITIES REPAIR/ REPLACEMENT/ UPGRADES:	
1720. CANAL CLEANING/SWALE RENOVATIONS/CLEANING	\$30,000
1725. CULVERT INSPECTIONS AND CLEANING	\$50,000
1730. CULVERT REPAIR/FLAPPER GATES	\$40,000
1735. ENDWALL REPAIR	\$5,000
1740. EROSION CONTROL	\$45,000
1745. GATES/BARRIERS/FENCES/SIGNS	\$5,000
1747. OUTFALL STRUCTURES/WEIRS	\$2,000
1750. TRASH RACKS/PILING/TANKS/PAINTING	\$10,000
1755. TREE REMOVAL	\$30,000
TOTAL	\$217,000
VII. AQUATIC PLANT MGMT/WATER ANALYSIS :	
1765. HERBICIDES	\$370,000
1770. TRIPLOID CARP/FISH GUARDS/MAINTENANCE	\$30,000
1775. WATER TESTING	\$8,000
TOTAL	\$408,000
VIII.	
1780. MEETINGS, SEMINARS, TOLLS, TRAVEL, EDUCATION & EMPLOYEE DEVELOPMENT	\$8,500

SOUTH BROWARD DRAINAGE DISTRICT
 AMENDED BUDGET
 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016

	TOTALS
IX. 1785. EQUIPMENT PURCHASES, REPLACEMENTS & UPGRADES	\$50,000
X. BROWARD COUNTY COLLECTION FEES (2%)	\$61,867
XI. DISCOUNTS (EARLY TAX PAYMENTS):	\$111,361
XII. 1787. CONTINGENCY	\$10,000
TOTAL BUDGET FUND	\$3,345,099
DISTRICT REVENUE/INCOME	TOTALS
I. MAINTENANCE OPERATIONS/REVENUES (2015/2016 PROPERTY ASSESSMENT)	\$3,093,365
II. PERMIT FEES	\$30,000
III. 5 YR RECERTIFICATION PROGRAM	\$30,000
IV. RESIDENTIAL & LOS PERMIT FEES	\$22,000
V. TELECOMMUNICATIONS ANNUAL FEE	\$2,850
VI. APPROPRIATION OF FUND BALANCE	\$153,885
VII. INTEREST	\$12,000
VIII. MISCELLANEOUS INCOME	\$1,000
TOTAL ESTIMATED REVENUES	\$3,345,099

SOUTH BROWARD DRAINAGE DISTRICT
2015-2015 AMENDED BUDGET
8/5/2016

	DESCRIPTION/CATEGORY	2015-2016			Comments	
		Adopted Budget	Actual Through 7/31/15	Projected Expenses Through 9/30/15		Amended Budget
	EXPENSES					
	SALARIES/WAGES					
1501	ADMINISTRATION/OFFICE STAFF	\$334,501.44	\$281,852.00	\$51,318.00	\$334,501.44	Projected expenses through 9/30/16
1503	BOARD OF COMMISSIONERS	\$37,800.00	\$31,500.00	\$6,300.00	\$37,800.00	7 Commissioners @ \$450/Month
1505	FIELD OPERATIONS STAFF	\$501,105.28	\$422,156.07	\$77,082.00	\$501,105.28	Projected expenses through 9/30/16
1506	ENGINEERING/INSP/PERMITTING STAFF	\$247,990.08	\$198,856.21	\$37,936.00	\$247,990.08	Projected expenses through 9/30/16
1507	PAYROLL TAXES/FICA	\$90,832.81	\$71,829.79	\$13,128.00	\$90,832.81	Projected expenses through 9/30/16
1509	PENSION/FRS	\$105,891.22	\$86,449.33	\$18,100.00	\$105,891.22	Projected expenses through 9/30/16
1513	PAYROLL-OTHER	\$65,000.00	\$46,012.36	\$5,000.00	\$65,000.00	Projected expenses through 9/30/16
	PROFESSIONAL FEES					
1520	ACCOUNTING/AUDIT FEES	\$25,000.00	\$24,750.00	\$0.00	\$25,000.00	annual financial audit complete
1535	ENG. FEES/SPEC. PROJECTS/CONSULTING	\$65,000.00	\$12,117.50	\$7,500.00	\$59,700.00	Projected expenses through 9/30/16
1540	LEGAL FEES	\$60,000.00	\$44,765.95	\$12,000.00	\$60,000.00	Projected expenses through 9/30/16
1543	LEGAL/SPECIAL PROJECTS	\$25,000.00	\$0.00	\$0.00	\$25,000.00	
1544	OTHER	\$1,000.00	\$0.00	\$0.00	\$1,000.00	Miscellaneous.
	INSURANCE					
1550	COMMERCIAL PROPERTY PKG.	\$36,000.00	\$32,888.00	\$0.00	\$36,000.00	Premiums Paid in Oct.
1555	GENERAL/ EXCESS LIABILITY	\$38,000.00	\$36,515.00	\$0.00	\$38,000.00	Premiums Paid in Oct.
1560	GROUP HEALTH/LIFE/DENTAL	\$395,000.00	\$301,027.87	\$59,353.88	\$395,000.00	Projected expenses through 9/30/16
1570	WORKER'S COMPENSATION	\$22,000.00	\$21,981.00	\$0.00	\$22,000.00	Premiums Paid in Oct.

SOUTH BROWARD DRAINAGE DISTRICT
2014-2015 AMENDED BUDGET
8/5/2016

	DESCRIPTION/CATEGORY	2015-2016				Comments
		Adopted Budget	Actual	Projected Expenses	Amended Budget	
			Through 6/30/16	Through 9/30/15		
	GENERAL OFFICE					
1575	ADVERTISING	\$6,500.00	\$2,003.50	\$2,400.00	\$6,500.00	Projected expenses through 9/30/16
1585	COMPUTER SUPPLIES/UPGRADES	\$10,000.00	\$4,656.21	\$2,200.00	\$10,000.00	Computer supplies=\$7,510; AutoCAD=\$2,200, Arc View Network License =\$3,450, ICPR = \$240; Hostcentric=\$250, Web Domain=\$250, QuickBooks=\$200, Norton=\$900.
1590	DUES/SUBSCRIPTIONS/MEMBERSHIPS	\$5,600.00	\$5,345.90	\$0.00	\$5,600.00	FRMA=\$130, FASD=\$4,000, FES=\$312, ASCE=\$600, Notary=\$100, Costco=\$55, FAPMS=\$25, Aquatic Licenses=\$400; PE License=\$130; Broward Days=\$500; Chamber =\$335
1600	FPL/ELECTRIC	\$13,000.00	\$9,697.31	\$2,500.00	\$13,000.00	Projected expenses through 9/30/16
1603	GAS (LP)/AUXILIARY SERVICE	\$5,000.00	\$188.13	\$0.00	\$5,000.00	Projected expenses through 9/30/16
1605	JANITORIAL SERVICE	\$2,000.00	\$1,422.95	\$300.00	\$2,000.00	Projected expenses through 9/30/16
1610	LICENSES, FEES & EMS SERVICE	\$900.00	\$904.35	\$0.00	\$900.00	Storage Tanks=\$200, Dept Commerce=\$100, Boats=\$33, misc
1615	MAINTENANCE CONTRACTS	\$9,000.00	\$5,470.85	\$1,001.00	\$9,000.00	Copier lease=\$3,000, Intangible tax=\$160, BC Security=\$1010, Fire Extinguisher Service=\$770.00, GPS = \$950; and misc.
1620	UNIFORMS	\$2,500.00	\$2,068.31	\$2,100.00	\$4,200.00	Projected expenses through 9/30/16
1625	OFFICE SUPPLIES/POSTAGE	\$4,500.00	\$2,808.78	\$600.00	\$4,500.00	Projected expenses through 9/30/16
1630	PAYROLL SERVICE	\$3,600.00	\$2,967.80	\$600.00	\$3,600.00	Projected expenses through 9/30/16
1635	PRINTING/STATIONERY, DISPLAYS	\$1,800.00	\$689.06	\$1,000.00	\$1,800.00	Projected expenses through 9/30/16
1640	PUBLIC RECORDS	\$40,000.00	\$7,805.17	\$30,000.00	\$40,000.00	Includes purchase of Records Management software
1645	TELEPHONES/MISC.COMMUNICATION	\$15,000.00	\$11,014.36	\$2,250.00	\$15,000.00	Projected expenses through 9/30/16
1650	WATER/SEWER	\$2,100.00	\$1,488.60	\$350.00	\$2,100.00	Projected expenses through 9/30/16
	REPAIRS & MAINTENANCE					
1655	BUILDINGS/GROUNDS	\$35,000.00	\$27,496.98	\$6,000.00	\$35,000.00	Projected expenses through 9/30/16
1660	EQUIPMENT RENTAL/OUTSIDE SERVICE	\$5,000.00	\$513.82	\$1,500.00	\$5,000.00	Projected expenses through 9/30/16
1665	EQUIPMENT/VEHICLES/BOATS	\$30,000.00	\$20,308.17	\$8,600.00	\$30,000.00	Projected expenses through 9/30/16
1670	FUEL/OIL-PUMP STATIONS	\$60,000.00	\$21,300.89	\$8,400.00	\$60,000.00	Projected expenses through 9/30/16
1675	FUEL/OIL-VEHICLES/EQUIPMENT	\$40,000.00	\$25,895.16	\$7,500.00	\$40,000.00	Projected expenses through 9/30/16
1677	SPILL CONTAINMENT MATERIALS	\$5,000.00	\$944.88	\$1,000.00	\$5,000.00	Projected expenses through 9/30/16
1680	JANITORIAL SUPPLIES	\$1,000.00	\$267.10	\$250.00	\$1,000.00	Projected expenses through 9/30/16
1683	HURRICANE PREPAREDNESS SUPPLIES	\$1,500.00	\$472.69	\$500.00	\$1,500.00	Projected expenses through 9/30/16
1685	LANDSCAPING/MOWING/CLEARING	\$32,000.00	\$27,350.64	\$5,000.00	\$32,500.00	Projected expenses through 9/30/16
1690	PHOTOGRAPHY/SUPPLIES	\$250.00	\$0.00	\$0.00	\$250.00	Projected expenses through 9/30/16
1695	PUMP STATIONS & CONTROL STRUCTURES	\$70,000.00	\$34,403.04	\$35,250.00	\$70,000.00	Projected expenses through 9/30/16
1700	SAFETY/SCUBA/INSPECTION EQUIP.	\$2,500.00	\$2,309.52	\$0.00	\$2,500.00	Projected expenses through 9/30/16
1705	SANITATION/EXTERMINATION	\$7,500.00	\$8,152.50	\$2,000.00	\$10,200.00	Projected expenses through 9/30/16
1710	SMALL TOOLS/SHOP SUPPLIES	\$9,000.00	\$5,544.82	\$2,000.00	\$9,000.00	Projected expenses through 9/30/16
1715	WATER RECORDERS/ELEV.GAUGES/TELEMETRY	\$8,000.00	\$8,348.54	\$0.00	\$8,400.00	Projected expenses through 9/30/16

SOUTH BROWARD DRAINAGE DISTRICT
2015-2015 AMENDED BUDGET
8/5/2016

	DESCRIPTION/CATEGORY	2015-2016				Comments
		Adopted Budget	Actual	Projected Expenses	Amended Budget	
			Through 6/30/16	Through 9/30/15		
	FACILITIES REPAIR, REPLACEMENT & UPGRADES					
1720	CANAL/SWALE RENOVATIONS/CLEANING	\$30,000.00	\$7,720.20	\$12,400.00	\$30,000.00	Projected expenses through 9/30/16
1725	CULVERT INSPECTIONS AND CLEANING	\$50,000.00	\$23,130.00	\$22,000.00	\$50,000.00	Projected expenses through 9/30/16
1730	CULVERT REPAIRS	\$40,000.00	\$39,462.57	\$0.00	\$40,000.00	Projected expenses through 9/30/16
1735	ENDWALL REPAIRS	\$5,000.00	\$310.68	\$0.00	\$5,000.00	Projected expenses through 9/30/16
1740	EROSION CONTROL	\$45,000.00	\$16,529.51	\$22,500.00	\$45,000.00	Projected expenses through 9/30/16
1745	GATES/BARRIERS/FENCES/SIGNS	\$5,000.00	\$3,548.32	\$1,200.00	\$5,000.00	Projected expenses through 9/30/16
1747	OUTFALL STRUCTURES/WEIRS	\$2,000.00	\$0.00	\$500.00	\$2,000.00	Projected expenses through 9/30/16
1750	TRASH RACKS/PILINGS/TANKS/PAINTING	\$10,000.00	\$6,358.78	\$1,500.00	\$10,000.00	Projected expenses through 9/30/16
1755	TREE REMOVAL	\$30,000.00	\$25,100.15	\$0.00	\$30,000.00	Projected expenses through 9/30/16
	AQUATIC PLANT MANAGEMENT & WATER ANALYSIS					
1765	HERBICIDES	\$370,000.00	\$232,455.74	\$80,000.00	\$370,000.00	Projected expenses through 9/30/16
1770	TRIPLOID CARP/FISH GUARDS/MAINT	\$30,000.00	\$9,700.00	\$20,300.00	\$30,000.00	Projected expenses through 9/30/16
1775	WATER TESTING	\$8,000.00	\$3,715.00	\$2,500.00	\$8,000.00	Projected expenses through 9/30/16
1780	MEETINGS, SEMINARS, TOLLS, TRAVEL, EDUCATION & EMPLOYEE DEVELOPMENT	\$8,500.00	\$6,450.79	\$1,500.00	\$8,500.00	Arborist CEUs=\$300; FASD Conference & Broward Days=\$4,000; Aquatics Seminars=\$600; FASD Mtgs=\$500; ICPR=\$2,500; Water Matters Day=\$1,000; Misc=\$1,100.
1785	EQUIPMENT PURCHASES, REPLACEMENTS & UPGRADES	\$50,000.00	\$38,092.67	\$10,500.00	\$50,000.00	Projected expenses through 9/30/16
1797	CONTINGENCY	\$10,000.00	\$0.00	\$0.00	\$10,000.00	
1412	BROWARD CTY COLLECTION FEE 2%	\$61,867.29	\$59,479.00	\$1,000.00	\$61,867.29	2% of taxes. Reflects Receipt of Majority of Tax Revenue
1414	DISCOUNTS (EARLY TAX PAYMENTS)	\$111,361.12	\$110,261.34	\$500.00	\$111,361.12	3.6% of taxes. Reflects Receipt of Majority of Tax Revenue
	Total Expenses	\$3,345,099.24	\$2,436,855.86	\$587,418.88	\$3,345,099.24	

LEGEND

 Budget Line Item Increase

 Budget Line Item Decrease

MEMORANDUM

DATE: August 18, 2016

TO: South Broward Drainage District Commissioners

FROM: Kevin M. Hart, P.E.
District Director

Subject: Request to Utilize the City of Miramar's Library of Consultants in Selecting a Professional Architect for the District's Garage Building Expansion project

Comments:

In accordance with the District's CCNA Policies and Guidelines, the District Director is hereby requesting approval to "piggy-back" an existing City of Miramar Continuing Services Agreement for the selection of a Professional Architect for its Garage Building Expansion project.

The District is proposing to expand its maintenance facilities by 3,908 square feet, which will consist of a 2,858 square foot garage building expansion area with four new garage bays, and 1,050 square feet of covered parking area; and the proposed expansion is included in the District's 5-year Capital Improvement Plan.

The estimated cost for this project is \$400,000, which requires the District to follow CCNA in selecting and contracting with an architect. The District's CCNA Policies & Guidelines allows for the District to hire a Professional Consultant through an existing contract for professional services by another agency.

The City of Miramar has advertised for and awarded contracts for architectural services in accordance with CCNA, and these contracts were approved by the Miramar City Commission under Resolution No. 15-198. As such, the City has established seven qualified architects under a "Library of Consultants" who are able to provide architectural services to the City.

The services required by the District are similar in scope to those services advertised for and contracted by the City of Miramar. A copy of the District's Scope of Services is attached to this request as Exhibit "A".

The District has determined that utilizing the City of Miramar's existing Library of Consultant's for hiring an architect is in the best interest of the District and that such use of the City's contract would be done in a fair, equitable and economic manner.

The District shall follow the procedures and processes outlined in the City's advertisement and contract for evaluating, selecting and contracting with the professional Consultant. The following procedure shall be followed:

- The District shall establish a Selection Committee to evaluate and rank qualified architects from the City's Library of Consultants, based upon their qualifications.
- It is recommended that the Selection Committee be comprised of the SBDD Board Chair, District Director, and Assistant District Director.

- The District shall request “Letters of Interest” from a minimum of three firms from the City of Miramar’s Library of Consultants for architectural services, based upon the attached Scope of Services. A list of the qualified architects under the City’s Library of Consultants is attached as Exhibit ”B”.
- The Selection Committee shall evaluate the Letters of Interest and shall rank the firms based upon their qualifications.
- The District Director shall negotiate a fair and equitable price with the most highly qualified firm and shall follow the CCNA Policies and Guidelines in the negotiation process.
- The Selection Committee shall present a recommendation to the Board of Commissioners to enter into a contract for architectural services, based upon the evaluation, rankings and contract negotiations.
- A copy of the City of Miramar’s advertisement and architectural contract is attached as Exhibit “C”.
- It is estimated that the process for evaluating, ranking, negotiating and presenting a recommendation to the Board will take 45 – 60 days.

Financial impacts to this Agenda Item: there will be no financial impacts to this agenda item, as Board of Commissioners will approve the final contract with the architect.

The request is to authorize the District Director to utilize the City of Miramar’s Library of Consultants in selecting a Professional Architect for the District’s Garage Building Expansion project.

KH
Attachments

**SOUTH BROWARD DRAINAGE DISTRICT
EXPANSION OF MAINTENANCE BUILDING
SCOPE OF SERVICES**

8/16/2016

GENERAL

The South Broward Drainage District (SBDD) is proposing to expand its maintenance garage area at its District headquarters located at 6531 SW 160th Avenue, Southwest Ranches, FL 33331. The proposed expansion shall consist of the following elements:

- 2,858 square foot (sf) garage building expansion for storage and maintenance activities.
- 1,050 sf covered parking area with permanent roof structure for storage and protection of SBDD equipment.
- Building and structural design to accommodate 180 mph wind speeds and all provisions of the Florida Building Code.
- Concrete roof structure.
- Two (2) 4' x 4' louvered openings on the west wall.
- One (1) 4' x 4' opening on the west wall with an electric exhaust fan.
- Four (4) 10' wide x 14' high garage door openings on the east wall.
- Four (4) window openings on both the east wall and north wall (total of eight windows).
- One (1) 3'-3" wide door opening on the east wall.
- All garage doors, entry doors, windows, louvers, exhaust fans and solar panels shall be hurricane resistant.
- The windows, garage doors, and entry door shall be impact resistant.
- Overhead steel beam (continuous) to accommodate a pulley and lifting system for District operations and maintenance activities with a 2,000 kip design lifting capacity.
- Utility floor sink and outdoor hose bib.
- Roof drainage shall be by gutters and downspouts onto the adjacent ground.
- Solar panels to be placed on the roof top for alternate electrical service.
- Six (6) new asphalt parking spaces plus new striping on existing asphalt area to replace lost parking due to the new building footprint.
- New 20' x 20' dumpster pad with chain link fence enclosure.
- Relocation or replacement of three (3) existing shade trees.
- Relocation of existing water service line to serve both the existing garage building and expansion area.
- Improved outdoor lighting and additional outdoor camera for safety and security.
- Capability to install overhead lofts for additional storage areas.

It is the intent of SBDD to prepare bid pans and to solicit bids for the construction of the building expansion. The bid will be a lump sum price for all work required to construct the project in accordance with the Contract Documents. SBDD will be awarding one lump sum contract to include all facets of the work.

PRELIMINARY DESIGN PLANS

SBDD has prepared preliminary design plans to include the following:

- Cover Page
- Site Data Table
- Overall Site Plan of SBDD's property at a 1"=40' scale
- Enlarged Site Plan of the SBDD Maintenance Yard at a 1"=20' scale
- Building Expansion Floor Plan
- Building Elevations
- Existing Tree Survey
- Landscape Plan
- Preliminary Engineering Plan
- Preliminary Engineering Plan (Enlarged)
- Photometrics Plan

Except for the Photometrics Plan, these plans shall be made available to the architect in AutoCAD format.

The rezoning, site plan and plat note amendment have all been approved.

SCOPE OF SERVICES TO BE PROVIDED BY THE ARCHITECT

The architect shall provide the following scope of services to SBDD:

- Review preliminary design plans and provide feedback to SBDD on proposed building layout and project elements. Particular focus shall be to ensure compliance with the Florida Building Code and on any cost saving measures that can be incorporated into the project.
- Prepare a final set of Architectural Building Plans for the bidding and construction of the project. The plans shall be prepared in accordance with industry standards for the architecture and engineering professions and in accordance with the Florida Building Code and all other applicable federal, state, county and local municipal codes.
- The Building Plans shall include the following components as required and needed to complete the project:
 - Cover Sheet (to be provided by SBDD)
 - Site Plan (to be provided by SBDD)
 - Floor Plan
 - Elevations
 - Sections
 - Details
 - Specifications
 - Mechanical, Electrical and Plumbing Plans
 - Structural Plans
 - Erosion Protection and Control Plan (to be provided by SBDD)
 - Survey (to be provided by SBDD)
- Prepare the structural engineering plans for the project.

- Prepare mechanical, electrical and plumbing plans for the project.
- Prepare specifications for all architectural and engineering elements as required.
- Prepare a Schedule of Values for the Bid Documents.
- Prepare Bid Item Notes for all items listed under the Schedule of Values (see attached example).
- Attend meetings and conduct site visits as necessary to prepare bid plans and specifications noted above.
- Review District prepared Bid Documents and provide input as applicable.
- Provide one set of signed and sealed bid documents.
- Provide AutoCAD and PDF files of bid documents for copying and distribution by SBDD as part of the bid documents.
- Provide three (3) sets of signed and sealed bid documents for submittal to the Town of Southwest Ranches Building Department for a “dry run” review of the Building Plans.
- Address all comments by the Town of Southwest Ranches Building Department and update the architectural and engineering plans as applicable.
- Attend pre-bid meeting at District headquarters.
- Coordinate and answer all architectural or other applicable RFIs during the bid process.
- Assist District in preparing applicable Addendums during the bidding process as it relates to the plans and specifications prepared by the architectural team. This includes providing any required updates to the plans or other bid documents.
- Review bids and assist District in preparing a recommendation for contract award to the District Board of Commissioners.
- Provide three (3) sets of final Building Plans (signed and sealed) for submittal to the Town of Southwest Ranches Building Department for the issuance of a Building Permit.
- Provide up to five (5) additional sets of final Building Plans to the Contractor.
- Review all required shop drawings related to the architectural and engineering components (structural and MEP) of the project.
- Attend a pre-construction conference for the work.
- Provide architectural and other inspections during construction as required to provide a final certification(s) to SBDD for the project.
- Provide threshold inspections as required under the Building Permit.
- Answer and address all architectural-related and engineering-related (structural and MEP) RFIs during construction.
- Provide updated plans, details, etc. as required and as a result of an RFI.
- Assist in evaluating and preparing Change Orders related to the architectural components and engineering-related components (structural and MEP) of the work. SBDD will prepare and issue the actual Change Orders.
- Assist in the review of all progress payments during construction to verify the accuracy of the stated percentages of completion.
- Attend Final Inspection of the work.
- Issue a Certification of Completion for the work (architectural, structural and MEP components).

SCOPE OF SERVICES TO BE PROVIDED BY SBDD

- SBDD shall coordinate with the architectural team on all aspects of the project.
- SBDD shall provide updated survey for the property.
- SBDD shall provide soil borings for the project.
- SBDD shall provide required title opinions for the project.
- SBDD shall prepare the site plan for the project.
- SBDD shall prepare the civil engineering plans for all stages of the project. This shall include demolition, paving, drainage, water and sewer, and pavement markings and striping. Utility services shall be provided to within 5' of the new building.
- SBDD shall prepare the Erosion Protection Control Plan for the project.
- If needed, SBDD shall prepare a Staging Plan for the project.
- SBDD shall provide 30% building plans (floor plan and elevations). The 30% plans shall not include any architectural details or sections or any plans for the electrical, mechanical or plumbing.
- SBDD shall provide photometric plans for the outside lighting.
- SBDD shall provide landscape and irrigation plans for the project.
- SBDD shall address all civil engineering related RFIs during all stages of the project.
- SBDD shall prepare the bid documents and bid package for the project; with input from the architectural team as required.
- SBDD shall submit and process any required site plan approvals, zoning approvals, plat note amendments or other planning approvals required for the project.
- SBDD shall submit and process both the "dry run" Building Permit submittal and the final Building Permit submittal through the Town of Southwest Ranches.
- SBDD shall process the plans through the Broward County permit desk for all required sign-offs.
- SBDD shall obtain zoning and engineering sign-offs from the Town of Southwest Ranches.
- SBDD shall process and obtain all required permits related to the civil engineering work.
- SBDD shall coordinate and conduct the Bid Opening.
- SBDD shall review the bids, prepare a Bid Tabulation, and prepare the required documents for submittal to the SBDD Board of Commissioners for approval.
- SBDD shall prepare and process the contract documents.
- SBDD shall schedule and attend the pre-construction conference.
- SBDD shall coordinate with FPL on the alternate electrical service to the new building. SBDD shall coordinate on any requirements for FPL to provide alternate service to the new building. The electrical engineer shall be responsible to design and include in the plans any service lines from the (pole) to the new meter location (if applicable).
- SBDD shall provide contract administration services.
- SBDD shall provide all civil related construction inspections and certifications.
- SBDD shall provide all testing services during construction.
- SBDD will prepare a separate set of civil engineering plans for the project. This work will be permitted and bid out separately from the building expansion work. The site work will be constructed separately from the building expansion work, and will include demolition, water and sewer services, new parking area, dumpster pad and enclosure, landscaping and pavement

striping. Water and sewer service lines shall be provided to within 5 feet of the new building footprint.

PROJECT SCHEDULE

The preliminary project schedule is as follows:

- | | | |
|--|---------------------|------------|
| • Prepare Scope of Services & Select Architect | August – Oct 2016 | (90 days) |
| • Prepare Bid Plans | Nov 2016 – Jan 2017 | (90 days) |
| • Bidding | Feb – March 2017 | (60 days) |
| • Contract Award & Notice to Proceed (NTP) | April – May 2017 | (60 days) |
| • Permitting | May – June 2017 | (60 days) |
| • Construction | July - Dec 2017 | (6 months) |

EXHIBIT "B" - TOP RANKED FIRMS BY CATEGORY

RFQ 15-1-18

Construction Testing/Inspection

1. TIERRA SOUTH FLORIDA, INC.
2. RADISE INTERNATIONAL, L.C.
3. LAKDAS/YOHALEM ENGINEERING, INC.

General Consulting

1. AECOM
2. ATKINS NORTH AMERICA, INC.
3. ARCADIS, U.S., INC.

Traffic Engineering

1. KIMLEY- HORN AND ASSOCIATES, INC.
2. CALVIN, GIORDANO & ASSOCIATE, INC.
3. MILLER, LEGG & ASSOCIATES, INC.
4. CALTRAN ENGINEERING GROUP, INC.
5. R.J. BEHAR & COMPANY, INC.

Architecture

1. CARTAYA AND ASSOCIATES, ARCHITECTS, P.A.
2. ACAI ASSOCIATES, INC.
3. BEA ARCHITECTS, INC.
4. WALTERS ZACKRIA ASSOCIATES, PLLC
5. CPZ ARCHITECTS, INC
5. MC HARRY AND ASSOCIATES, INC.
5. BERMELLO, AJAMIL & PARTNERS, INC.

Land Survey

1. SCHWEBKE-SHISKIN & ASSOCIATES, INC.
2. CRAVEN, THOMPSON & ASSOCIATES, INC.
3. CALVIN, GIORDANO & ASSOCIATE, INC.
4. MILLER, LEGG & ASSOCIATES, INC.
5. ATKINS NORTH AMERICA, INC.

Utilities

1. ATKINS NORTH AMERICA, INC.
2. HAZEN AND SAWYER, P.C.
3. AECOM
4. ARCADIS, U.S., INC.
5. G-A-I CONSULTANTS, INC.
6. KIMLEY- HORN AND ASSOCIATES, INC.
7. CPH, INC.

Civil Engineering

1. CHEN MOORE AND ASSOCIATES, INC.
2. AECOM
3. ARCADIS, U.S., INC.
4. KIMLEY- HORN AND ASSOCIATES, INC.
5. ATKINS NORTH AMERICA, INC.
6. CALVIN, GIORDANO & ASSOCIATE, INC.
7. SCHWEBKE-SHISKIN & ASSOCIATES, INC.
8. CRAVEN, THOMPSON & ASSOCIATES, INC.

EXHIBIT "C"

ATTACHMENT 1

REQUEST FOR QUALIFICATIONS

CITY OF MIRAMAR
ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES
RFQ # 15-01-18



The City of Miramar Commission:

Wayne M. Messam	Mayor
Yvette Colbourne	Vice Mayor
Winston F. Barnes	Commissioner
Maxwell Chambers	Commissioner
Darline Riggs	Commissioner
Kathleen Woods-Richardson	City Manager

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

DATE ISSUED: April 6, 2015
DATE OPENS: May 5, 2015 at 2:00 P.M.

IT IS SOLELY AND STRICTLY THE RESPONSIBILITY OF EACH PROPOSER TO SUBMIT PROPOSALS TO THE CITY OF MIRAMAR, OFFICE OF THE CITY CLERK, ON OR BEFORE:

PROPOSAL DUE: MAY 5, 2015 AT 2:00 P.M.

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

1. All Proposals must be submitted on 8 ½" by 11" paper, neatly typed with normal margins and spacing. The original document package must not be bound, but the document package copies should be individually bound.
2. Proposers must submit one unbound, one-sided original, [and three two-sided bound copies (for a total of four)] and one CD or USB containing an **electronic version** of the complete Proposal to the City of Miramar ("City") by the Proposal Due Date and Time.
3. All required forms must be notarized, where necessary, by a registered notary, and completed by the Proposer submitting the Proposal.
4. The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship with the City.
5. The original and all copies of the Proposal must be packaged in an envelope or container and submitted to the City at the following address:

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

6. Proposals must include the following information clearly marked on the face of the envelope or container:
 - a) Proposer's name, return address and telephone number;
 - b) Solicitation number;
 - c) The Solicitation Due Date and Time; and
 - d) Title of the Solicitation

7. Hand-carried Proposals may be delivered during the City's regular business hours, Mondays through Thursdays, excluding holidays observed by the City, but not beyond the Due Date and Time.
8. Proposals submitted at the same time for different solicitations shall be placed in separate envelopes and each envelope shall contain the information stated in paragraph 6 above.
9. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required, previously stated information appears on the outer package or envelope used by such service.

PROPOSERS WHO FAIL TO INCLUDE THE ABOVE INFORMATION ON THE FACE OF THEIR PROPOSALS MAY BE DEEMED "NON-RESPONSIVE," AND SUCH PROPOSERS SHALL HAVE NO GROUNDS OF PROTEST IN THE EVENT THEIR PROPOSALS ARE OPENED IN ERROR.

THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DUE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR QUALIFICATIONS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS WILL NOT BE CONSIDERED.

SECTION 1

GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

Wherever used in these General Terms and Conditions or in the other Contract Documents the following terms have the meanings indicated:

The term "Addenda" shall mean the written or graphic instruments issued which make additions, deletions, or revisions to the Solicitation.

The term "Application for Payment" shall mean the form furnished by the Consultant to request progress or final payment and which includes such supporting documentation as is required by the Contract Documents.

The term "Amendment" shall mean a document signed by the Consultant and the City that authorizes an adjustment in the Work, Contract Price or Contract Time.

The term "Best and Final Proposal(s)" shall refer to the final quote submitted after negotiations are completed that contains the Proposer's most favorable terms for price, Services and products to be delivered.

The terms "CBE" or "SBE" Firms shall refer to a business that either: (1) qualifies as a "County Business Enterprise" ("CBE") as defined in the Broward County Code, has a valid Broward County business tax receipt, and is located in and doing business in Broward County, or (2) qualifies as a "Small Business Enterprise" ("SBE") as defined in the Broward County Code.

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

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

The term "City Commission" shall mean the governing and legislative body of the City.

The term "City Manager" shall mean the Chief Administrative Officer of the City.

The term "Claim" shall mean a demand, assertion, dispute or other such claim by one of the parties arising out of or based upon the terms and conditions of the Contract Documents.

The term "Consultant" shall refer to the Successful Proposer that will contract with the City to provide professional Services for this Project.

The terms "Contract" or "Agreement" shall refer to the Contract that may result from this Request for Qualifications. "Sample Contract" shall refer to the enclosed

sample contract, provided for illustrative purposes only, and subject to modification by the City.

The term "Contract Documents" shall mean the Request for Qualifications, all attachments and exhibits, Qualification Forms (including the Quote, information required of Proposer, and all required certificates and affidavits), Contract, Performance Bond, Payment Bond, General Terms and Conditions (if any), Special Conditions (if any), Technical Specifications (if any), Drawings, and all addenda and Change Orders.

The term "Contract Price" shall mean the original contract amount established in the Proposal and awarded by the City, as may be amended by Change Order.

The term "Contract Time" shall mean the original time between commencement and completion established in the Contract, as may be amended by Change Order.

The term "Day" shall mean a calendar day of 24 hours measured from midnight to the 11:59 P.M.

The term "Defective Work" shall mean Work that is unsatisfactory, faulty, or deficient; or that does not conform to the requirements of the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to a recommendation of final payment.

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

The term "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it was executed. If no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.

The term "Final Completion" shall mean the date on which all conditions and requirements of any permits and regulatory agencies have been satisfied, any documents required by the Contract Documents have been received by the City; any other documents required to be provided by the Consultant have been received by the City, and the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

The term "Force Majeure" shall mean any delay occasioned by superior or irresistible force(s) occasioned by violence in nature without the interference of human action, such as, hurricanes, tornados, flood and loss caused by fire and other similar unavoidable casualties; changes in federal Law, state or local Laws, ordinances, codes or Regulations, enacted after the date of this Agreement and having a substantial impact on the Project; other causes beyond the parties control; or by any other such causes which the City and the Consultant decide in writing to justify the delay. Provided, however, that market conditions, labor conditions, and similar matters which normally impact the Work shall not be considered a Force Majeure.

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

The terms "Laws and Regulations", or "Laws" or "Regulations" shall mean the laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such laws and regulations, including the applicable federal, state and local government entities and/or agencies.

The term "Local Business" shall refer to a firm that is domiciled and doing business within the City of Miramar City limits and complies with all City of Miramar licensing requirements, and is current on all City taxes.

The term "Materials" shall mean materials incorporated in this Project or used or consumed in the performance of the Work.

The term "Notice of Intent to Award" shall mean the written notice by the City to the apparent Successful Proposer stating that upon compliance by the apparent Successful Proposer with the conditions precedent therein within the time specified, the City may enter into a Contract.

The term "Notice to Proceed" shall mean any written notice issued by the City to the Successful Proposer authorizing the Successful Proposer to proceed with the Work.

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

The term "Proposal" shall mean any offer(s) submitted in response to this Request for Qualifications.

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

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

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

The terms "Specifications" or "Technical Specifications" shall mean those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the Work.

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

The term "Substitutions" shall mean Materials, products, equipment or system, that are alternate from those originally specified in the Contract Documents.

The term "Successful Proposer" shall refer to the Consultant receiving an award of a Contract as a result of this Request for Qualifications.

The term "Supplier" shall mean a manufacturer, fabricator, supplier, distributor, Material man, or Vendor.

The term "Surety" shall mean the surety company or individual which is bound by the performance bond and payment bond with and for the Successful Proposer who is primarily liable, and which surety company or individual is responsible for the Successful Proposer's satisfactory performance of the Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section §255.05, Florida Statutes.

The term "Taxes" shall mean all taxes related to the performance of the Work or any portion thereof, including but not limited to, all sales, consumer, use, occupational, excise, social security, unemployment compensation and similar taxes.

The term "Underground Utilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following Services or Materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

The term "Vendor" shall mean all merchants, material men, suppliers of labor, Material and equipment, providers and all other professionals who are currently under service contracts with the City and are delivering Services to the City.

The term "Weather Delays" shall mean Work stoppage caused by abnormal inclement weather, where abnormal duration and frequency of rain or exceptionally adverse weather as compared with the Weather Bureau data and supported by Project logs, has caused the Consultant to suspend critical path activities during the exceptional adverse weather event for more than 50 percent of the Work period of the Day. Weather delay claims can be made for Work Day only. No time extension will be allowed for weekend rains.

The term "Work Day" shall be as defined in Section 10-114 of the City of Miramar Code of Ordinances, being the time between the hours of 7:00 A.M. and 6:00 P.M. on weekdays; except when Work is necessary for the proper care and protection of Work already performed, or except in case of emergency, or unless otherwise provided in the General Requirements.

The terms "Work", "Scope of Work", "Scope of Services", "Services", "Program", "Project", or "Engagement" shall mean all matters and things and includes all labor, Materials, equipment and Services that are required to be provided by the Successful Proposer in accordance with this Solicitation.

1-2 AVAILABILITY OF REQUEST FOR QUALIFICATIONS

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

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

Proposers who obtain copies of this Solicitation from sources other than DemandStar or the City's Procurement Department risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the Solicitation process. Proposers are solely responsible for the risks associated with obtaining copies of this Solicitation from other sources.

1-3 CONE OF SILENCE

Proposers are notified that this Solicitation is subject to a "Cone of Silence." From the time of advertising and until the City Commission approves an award, there is a prohibition on communication by Proposers (or anyone on their behalf) with City's professional staff or Evaluation Committee members regarding this RFQ. This does not apply to oral communications at pre-proposal conferences, oral presentations before evaluation committees, Contract negotiations, public presentations made to the City Commission during any duly noticed public meeting, or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this Solicitation.

Any questions, explanations, or other request by Proposers regarding this Solicitation must be requested in writing to the City's Procurement Department noted below. Failure to comply with these provisions may render a Proposal "Non-Responsive" and may result in other penalties as provided by Law.

The contact information for the City's Procurement Department is:

Procurement Department
City of Miramar
2200 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3311
Facsimile: (954) 602-3941
Brenda Martin, Email address: bamartin@miramarfl.gov

1-4 CONTENTS OF SOLICITATION

a) General Conditions.

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

2) The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable Laws and Regulations.

b) Additional Information/Addenda.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Department at the address listed above. Requests must be received by the Procurement Department by the Due Date and Time stated in the Solicitation Timetable. Any request received after that time may not be reviewed for inclusion in this Solicitation. Requests shall contain the requester's name, address, telephone number, fax number and e-mail address.

2) Responses to any inquiry shall be made by the Procurement Department, by written amendment to the Solicitation, per the date stated in the Solicitation Timetable. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addenda issued, the last addendum issued shall prevail.

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

c) Conflicts in this Solicitation.

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

Where there appears to be a conflict of the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Proposer

to verify the Due Date and Time by contacting the City's Procurement Office at the address indicated above.

1-5 PREPARATION AND SUBMISSION OF A PROPOSAL

a) Preparation/Submission.

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

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

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

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

3) Any telegraphic or facsimile Proposal shall not be considered.

4) The apparent silence or omission of any detail or description concerning the Services requested in the Scope of Work and/or any amendment regarding same shall be interpreted as meaning only the best commercial practices are to prevail, and that only Materials and workmanship of first quality will be used. All interpretations of the Scope of Work shall be made upon the basis of this Solicitation, and if the Solicitation is silent, on industry standards of best practices.

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

c) Criminal Conviction Disclosure.

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

d) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section §287.133, Florida Statutes, "[A] person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of

a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

All Proposers shall submit a signed and notarized statement with their Proposals on the form entitled "**PUBLIC ENTITY CRIMES.**"

e) Drug-free Workplace Preference.

All public bids or Proposals are subject to the City's Preference to Businesses with Drug-free Workplace Program as defined in Section 2-456 of the City's Code. The City grants a preference to a business with a drug-free workplace program whenever two or more Proposals are equal with respect to price, quality, and Services. The Drug-free Workplace vendor shall have the burden of demonstrating that its program complies with Section §287.087, Florida Statutes, and any other applicable state Law. All Proposers shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".

f) Anti-Kickback Affidavit.

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

g) Non-Collusion Affidavit.

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

h) Non-Discrimination Affidavit.

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Proposers shall also affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a

basis for Service delivery. All Proposers shall submit the duly signed and notarized form entitled "**NON-DISCRIMINATION AFFIDAVIT**".

i) Business/Vendor Profile Survey.

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

j) Request for Taxpayer Identification Number and Certification.

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

k) Antitrust Laws.

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

l) Conflicts of Interest.

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

m) Collection of Fees and Taxes.

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

n) Preferences.

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

Businesses Employing Miramar Residents. A Vendor located outside of the City limits is considered equivalent to a Miramar Vendor (a Local Business) and accorded the same Local Business preference if it employs a minimum of ten

full time equivalent ("FTE") Miramar residents, or if Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to bids or Proposals for commodities, Services and construction.

CBE or SBE Firms. Except where federal, state or county Law mandates to the contrary, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent (5%) of any bid or five points of any Proposal score to a CBE or SBE Firm. Such preference shall apply to bids or Proposals for commodities, Services and construction.

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

1-6 LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

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

1-7 SOLICITATION POSTPONEMENT OR CANCELLATION

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

1-8 COST OF PROPOSALS

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

1-9 ORAL PRESENTATIONS

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

1-10 EXCEPTIONS TO THE SOLICITATION

Exceptions are not applicable to this Solicitation. Taking exceptions in the Proposal may render the Proposal "Non-Responsive".

1-11 PROPRIETARY/CONFIDENTIAL INFORMATION

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

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

1-12 EVALUATION OF PROPOSALS

a) Rejection of Proposal.

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

b) Elimination from Consideration.

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

c) Waiver of Informalities.

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

d) Demonstration of Competency.

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

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

including past performance and experience with the City or any other governmental entity.

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

e) Copy of Abstract of Proposals.

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

1-13 NEGOTIATIONS

The City, in its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluation scoring, most qualified responsive, responsible Proposer whose Proposal is most advantageous to the City. If the City and that Proposer cannot negotiate a successful Contract, the City may terminate those negotiations and begin negotiations with the next most qualified responsive, responsible Proposer. This process may continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

To assure full understanding of and responsiveness to the Solicitation requirements and full understanding of qualified Proposals, discussions may be conducted with qualified Proposers who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the Solicitation requirements. The Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining Best and Final Proposals.

1-14 AWARD OF AN AGREEMENT

a) Agreement.

This Solicitation may contain a Contract similar to: "**SAMPLE AGREEMENT**". After award, a Contract similar to the Sample Contract, inclusive of all attachments and any modifications that the City in its sole discretion may make and reflecting all requirements, terms and conditions of this Solicitation and any negotiated changes, will constitute the entire agreement between the parties. No rights shall inure to the Successful Proposer pursuant to this Solicitation until the Contract has been executed by both parties thereto.

b) Additional Information.

The award of the Contract may be preconditioned on the subsequent submission of other documents in connection with this Solicitation. The Successful Proposer shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner

and in the form required by the City. Where the Successful Proposer is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City may award the Contract to the next most qualified, responsive, responsible Proposer.

c) Independent Contractor.

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

d) Contract Extension.

To the extent applicable, the City reserves the right to automatically extend the Contract for up to 180 calendar Days beyond the stated Contract term under the same terms and conditions of the Contract. The City shall notify the Successful Proposer(s) in writing of such extensions. Additional extensions beyond the first 180 Day extension may occur, if approved by the City Commission with the mutual agreement of the Successful Proposer.

e) Limited Contract Extension.

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

f) Warranty.

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

g) Non-Exclusive Contract.

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

1-15 RIGHT OF APPEAL

a) After a notice of intent to award a Contract is posted by the City, any actual or prospective Proposer who is aggrieved in connection with the pending award of the Contract or any element of the Solicitation process may file a protest with the Chief Procurement Officer. A protest must be filed within five business days after the posting of the notice of award or the right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the written protest and accompanying required filing fee are received by the Chief Procurement Officer.

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

Contract Award	Protest Filing Fee
\$10,000-\$50,000	\$500.00
\$50,001-\$250,000	\$1,000.00
\$250,001 and greater	1% of the pending award or \$5,000.00, whichever is greater

SECTION 2

SCOPE OF WORK AND SPECIFIC REQUIREMENTS

2-1 PURPOSE

To establish a library of Licensed Architects and Engineers to provide Architectural and Engineering Services for the City of Miramar.

2-2 GENERAL DESCRIPTION

A. In accordance with Florida State Statute 287.055, known as the "Consultants' Competitive Negotiation Act", the purpose of this Solicitation is to establish a pool of consultants for each category listed below to be used as-needed to provide prompt and efficient professional Services and with construction values required by the City on a project by project basis. The various Services within a category may include (without limitation) design, cost estimating, and construction management Services on an as-needed basis.

B. Upon review of the qualifications, firms will be evaluated and ranked. The evaluation committee may short list and rank firms per category and may interview these firms for final ranking and recommendation to the City Commission. Proposers may be short listed in more than one category.

C. The following categories are intended to provide a broad overview of the types of Projects that may be contemplated by the City in the future. Proposers shall specify the category or categories of their expertise to which they are submitting their Proposal and indicate same on the front of their Proposal for ease of evaluation. For each category, Proposers shall ensure that their team is capable of performing all of the Services listed for each category.

General Categories:

- i. **Civil Engineering** – New Infrastructure construction, studies and redevelopment, including but not limited to roadways; parking areas; drainage improvements; water, sewer and reclaimed water systems improvements; park improvements, specialties required including landscape architecture, irrigation, electrical engineering, site environmental evaluation, wetland permitting and biological evaluations.
- ii. **Architectural Services** –Services may include but may not be limited to new sites and facilities, studies, renovations or upgrades to existing facilities, specialties required but not limited to Mechanical, electrical, plumbing, structural and civil engineers, landscape architecture, irrigation, waterproofing and building envelope and building environmental specialists.
- iii. **Utilities Engineering** - To prepare and develop planning documents, feasibility studies, preliminary design, reports, facility

upgrades and modifications, construction documents, permitting, utility management and operation assistance, water and wastewater rate study, financial and revenue analysis, short and long term capital improvement plan, and other professional Services that may be deemed necessary.

- iv. **Traffic Engineering-** Services may include traffic studies, parking studies, traffic signal warrants and other traffic and transportation related studies and design Services that may be necessary.
- v. **Land Surveying-** Professional surveying Services such as ALTA, boundary and topographic surveys, construction layout and as builts, subsurface utility surveying, preparation of plat and subdivision documents and other surveying related Services.
- vi. **Construction Testing and Inspections-** Professional engineering Services such as geotechnical and environmental explorations; soils testing; construction Materials testing; due diligence environmental studies such as Phase 1, Phase II, and or RAP inspection Services required by building code such as special inspector, threshold inspector and other material testing or inspection Services that may be necessary.
- vii. **General Consulting Engineering-** The Consulting Engineer shall provide planning, technical, financial and economical studies and analyses, engineering design, procurement assistance, construction oversight, sight inspections, management, environmental compliance support, technical services, expert witness testimony, as required and any and all other relevant services required by the City and/or in support of the City's operations, including but not limited to operation consultation to the Utilities and Public Works Departments. In addition, General Consulting Engineer shall have the expertise to provide support for the issuance of new and maintenance of existing bond issues.

D. The Proposers must be licensed to perform all nature of Services within a category and have extensive experience in Broward County. They will be expected to provide some or all of the following Services:

- i. Design, engineering, budget and construction cost estimating Services, bidding assistance, permitting and contract administration Services during construction, which may or may not include on-site representation during construction.
- ii. Provide Scope of Services in a timely manner and work within the budget.
- iii. Effectively practice sound financial business practices and fiscal responsibility.

2-3 MINIMUM REQUIREMENTS

A. In order for a Proposal to be considered by the City, Proposers shall demonstrate, in their Proposals, compliance with the following minimum requirements:

- i. Proposers must be currently certified, licensed and authorized to work in the State of Florida to perform the following Services: architecture, civil, utilities and traffic engineering, land surveying, construction testing and inspections;
- ii. Experience working within Broward County on projects within each category; and
- iii. Currently insured and meeting insurance requirements applicable by Law to perform the Services, with insurance certificates that state the name of the Proposer, current street address of the business and the type of work that the Business Tax Receipt is issued for and all additional insurance requirements, including required endorsements, as specified herein.

B. The City shall not consider Proposals that fail to demonstrate compliance with the above requirements. The Consultant shall maintain and keep in force throughout the life of the Contract, all renewals and extensions, if any, pertaining or related to the requirements specified in this Section. Failure of the Consultant to comply with these requirements will be sufficient grounds for the City to declare the Contract in default and subject the Contract to possible termination by the City.

2-4 SOLICITATION TIMETABLE

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

RFQ TIMETABLE	
RFQ Advertised	April 6, 2015
Due Date and Time for this RFQ	May 5, 2015 at 2:00 P.M.
Award Recommendations	TBD

The above schedule is not final. The City reserves the right to modify the above dates and times, at its discretion.

2-5 TERM OF CONTRACT: UPON COMPLETION AND ACCEPTANCE

The Contract resulting from this Solicitation shall commence upon the date of execution and shall remain in effect for a period of three years with one three year renewal option, at the City's sole discretion.

2-6 METHOD OF AWARD: TO THE HIGHEST QUALIFIED EVALUATION SCORING, RESPONSIVE, RESPONSIBLE PROPOSER(S) (SUBJECT TO SUCCESSFUL NEGOTIATION AND APPROVAL OF A CONTRACT)

A. This Solicitation shall require City Commission approval of the final ranking and recommended award of the RFQ to the highest qualified evaluation scoring responsive, responsible Proposer, subject to the successful negotiation and approval of

a mutually agreeable Contract substantially in the form of the Sample Contract attached to this RFQ.

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

C. The resulting Contract shall contain requirements, terms and conditions consistent with this Solicitation, along with any modifications which the City, in its sole discretion, may require or accept. No rights shall inure to the benefit of any Proposer pursuant to this Solicitation until the Contract has been executed by both parties and approved by the City Commission, where applicable.

2-7 METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

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

2-8 INSURANCE

A. The Successful Proposer agrees to, in the performance of Work and Services under the Contract, comply with all applicable federal, state and local Laws and Regulations now in effect or hereinafter enacted during the term of the Contract and any renewal(s).

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

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

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

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

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

2-9 CONTENTS OF PROPOSAL

To facilitate the analysis of responses to this RFQ, Proposers are required to prepare their Proposals in accordance with the instructions outlined in this Section. **Proposers must respond in full to all RFQ sections and follow the indicated RFQ format (section numbering, and similar matters) in their Proposals. Failure to follow these instructions may result in rejection of the Proposal.**

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

1) The Qualification Proposal:

i) Cover Page

The form entitled "**PROPOSAL COVER PAGE**" (SECTION 4) is to be used as the cover page for the Qualification Proposal. This form must be fully completed and signed by an authorized officer of the Proposer.

ii) Table of Contents

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

iii) Executive Summary

Each Proposer shall provide a brief summary describing the Proposer's ability to perform Work requested in this Solicitation, a history of the Proposer's background and experience providing services, the qualifications of the Proposer's personnel to be assigned to this Project, the

Subcontractors, Subconsultants, and/or Suppliers and a brief history of their background and experience, and any other information called for by this Solicitation which the Proposer deems relevant. This summary should be brief and concise to apprise the reader of the experience and qualifications of the Proposer, staff, Subcontractors, Subconsultants, and/or Suppliers.

iv) Required Information.

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

See form entitled "**PROPOSER INFORMATION FORM**" (SECTION 6).

v) Technical Information.

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

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

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

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

- 1) Drug-free Work Place.
- 2) Employee drug testing program.

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

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

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

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

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

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

2) A description of the required work;

3) The contract term;

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

5) The result of the project.

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

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

I) Proposers shall provide evidence of financial stability for the last three years.

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

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

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

vi) Key Personnel and Subcontractors or Subconsultants.

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

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

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

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

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

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

F) ~~Participation Plan for the Project:-~~

~~1. The City requires a minimum of 20% of the architectural and engineering Services to be performed by a CBE, SBE, and/or Local Business.~~

~~2. Proposers shall submit a Consultant's Assurance Statement on company letterhead, signed by the authorized representative, affirming that the company will comply with the City's non-discrimination policies, acknowledge the percentage requirements established for this Project, and agree to provide a good faith effort to solicit approved Broward County Office of Economic and Small Business Development firms or Local Businesses to achieve the Project Plan stated above.~~

~~3. The Project will be monitored throughout the Contract term and monthly utilization reports will be required to demonstrate compliance with Project goals in this regard. Damages will be assessed for non-compliance. Submittals received without the required Assurance Statement will be considered "Non-Responsive".~~

vii) Affidavits and Acknowledgements.

A) PROPOSAL COVER PAGE (SECTION 4)

B) ADDENDA ACKNOWLEDGEMENT FORM (SECTION 5)

C) PROPOSER INFORMATION FORM (SECTION 6)

D) PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS (SECTION 7)

E) DRUG-FREE WORKPLACE AFFIDAVIT (SECTION 8)

F) ANTI-KICKBACK AFFIDAVIT (SECTION 9)

G) NON-COLLUSIVE AFFIDAVIT (SECTION 10)

H) NON-DISCRIMINATION AFFIDAVIT (SECTION 11)

I) BUSINESS/VENDOR PROFILE SURVEY (SECTION 12)

J) FORM W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (SECTION 13)

2-10 EVALUATION CRITERIA

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

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

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

<u>Criteria</u>	<u>Points</u>
1) Consultant's background, qualifications, credentials and in-house expertise, factoring in the proposed Proposer team's current workload and experience working together on similar	35

category.

2)	Staff Experience and resumes of team's personnel, including assigned Project manager's experience in planning, designing and construction administration Services.	35
3)	Previous experience working with local regulatory, permitting agencies and governmental clients.	5
4)	Project control tools utilized to maintain schedule, quality and cost controls and construction management activities.	15
5)	Local Business Preference.	5
6)	CBE or SBE Preference.	5
	TOTAL	100

2-11 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

2-12 POINT OF CONTACT

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

**SECTION 3
SAMPLE AGREEMENT**

(The City reserves the right to amend the terms and conditions set forth herein)



**PROJECT AGREEMENT FOR
ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES
BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND**

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2015, between the **CITY OF MIRAMAR, FLORIDA** (the "City"), a Florida municipal corporation with its principal offices located at 2300 Civic Center Place, Miramar, FL 33025, and _____ (the "Consultant"), a Florida corporation, with its principal offices located at _____, and authorized to do business in the State of Florida.

WITNESSETH:

WHEREAS, on _____, by the adoption of Resolution No. _____, the City Commission approved a new pool of Architectural and Engineering Consultants to provide professional Services to the City on an as needed basis; and

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

WHEREAS, the Consultant has been chosen by the City to provide the following services, " _____", and the parties, through mutual negotiation, have agreed upon a Scope of Services and fee for the Project.

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

1. Contract Documents

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

1.1 This Agreement (the "Specific Projects" or "Project Agreement" in the Continuing Services Agreement between the parties), including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement;

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

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

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

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

These Contract Documents comprise the entire agreement for the Services agreed to between the parties, and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail. All definitions and terms used in the RFQ No. _____ are incorporated in and are a part of this Agreement.

2. **The Work**

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

3. **Period of Service**

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

4. **Compensation**

Compensation (the "Contract Sum") for performing the professional consulting Services related to the Project shall be the fee of _____ Dollars and _____ Cents (\$ _____), as specified in the Scope of Services request accepted by the City.

5. **Payments**

5.1 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Scope of Services request completed by the Consultant and accepted by the City. The City shall pay the Consultant for Work performed subject to the Specifications of the job and any additions and deductions by subsequent contract amendments provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

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

6. **Termination**

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

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

7. **Default**

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

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

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

9. **Warranties and Guarantees**

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

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

10. **Binding Effect**
This Agreement shall bind and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.
11. **Amendments and Modification**
No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.
12. **Merger; Amendment**
This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.
13. **Nonassignability**
Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.
14. **Notices**
Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Attn: _____

 Telephone: _____
 Fax: _____

FOR CITY:

Kathleen Woods-Richardson
 City Manager
 City of Miramar
 2300 Civic Center Place
 Miramar, FL 33025
 Telephone: 954-602-3115
 Fax: 954-602-3672

With Copy to:
 Weiss Serota Helfman
 Cole & Bierman, P.L.
 City Attorney
 200 E. Broward Blvd., Suite 1900
 Ft. Lauderdale, FL 33301

15. Severability; Waiver

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

16. Other Provisions

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

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

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

16.4 Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law.

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

public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein.

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

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

FOR CITY:

ATTEST:

CITY OF MIRAMAR

Denise Gibbs, City Clerk

By: _____
Kathleen Woods-Richardson,
City Manager

Dated: _____

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

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

FOR CONSULTANT:

WITNESS:

By: _____

Print Name: _____

Date: _____

Corporate Seal:

SECTION 4
PROPOSAL COVER SHEET – RFQ # _____

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

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

**SECTION 5
ADDENDA ACKNOWLEDGEMENT FORM**

Addendum #

Date Received

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

PROPOSER:

(Company Name)

(Signature)

(Printed Name and Title)

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

**SECTION 6
PROPOSER'S INFORMATION FORM**

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

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

**PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH
PROPOSAL**

- (5) Describe experience providing services/commodities for similar (government) organizations:

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

_____ yes _____ no

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

**SECTION 6
PROPOSER'S INFORMATION FORM (CONTINUED)**

Please list five Government contract references:

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name : _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

**SECTION 6
PROPOSER'S INFORMATION FORM (CONTINUED)**

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

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

**SECTION 7
PROPOSER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS**

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

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

**SECTION 7
PROPOSER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS (CONTINUED)**

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

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

SECTION 8 DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

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

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

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

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

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

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

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

**SECTION 8
DRUG-FREE WORKPLACE AFFIDAVIT (CONTINUED)**

FLORIDA STATE STATUTE 287.087

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

Proposer's Signature

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

**SECTION 9
ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA)
)
COUNTY OF BROWARD) ss:

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

By: _____

Title: _____

Sworn and subscribed before me this

_____ day of _____, 20__

Notary Public
State of Florida at Large

My commission expires:

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

**SECTION 10
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Witness

(Printed Name)

(Title)

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

**SECTION 11
NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery.

By: _____

Title: _____

Sworn and subscribed before me this

_____ day of _____, 20____

Notary Public
State of Florida at Large

My commission expires:

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

SECTION 12
BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Phone No.: _____

Email Address: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

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

Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and is certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference: Yes _____, No _____

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

Business is claiming the Miramar Local Business Preference: Yes _____, No _____

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

- Business is domiciled within City limits, complies with all City licensing requirements and is current on all taxes.
- Business is located outside of the City and employs a minimum of 10 full time equivalent ("FTE") City residents or City residents constitute 20 percent FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger.

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

South Broward Drainage District
Comparative Statement of Revenues and Expenses
General Fund (Budgetary Basis)

Ordinary Income/Expense	<u>Oct '15 - Jul 16</u>	<u>Annual Budget</u>
Income		
1402 · Maintenance	3,091,431.06	3,093,364.50
1404 · Permit Fees	41,449.00	30,000.00
1405 · 5 Year Recertification Program	48,981.00	30,000.00
1406 · Residential and Lot Permit Fees	33,507.50	22,000.00
1407 · Telecommunications Annual Fee	3,500.00	2,850.00
1408 · Appropriation of Fund Balance	0.00	153,884.74
1410 · Interest Income	6,540.84	12,000.00
1416 · Miscellaneous Income	39,171.69	1,000.00
Total Income	3,264,581.09	3,345,099.24
Expense		
1412 · South Broward Collection Fee	59,479.00	61,867.29
1414 · Discounts (Early Tax Payments)	110,261.34	111,361.12
1501 · Administrative - Office	281,852.00	334,501.44
1503 · Board of Supervisors	31,500.00	37,800.00
1505 · Field Operations	422,156.07	501,105.28
1506 · Inspectors/Project Coord.	198,856.21	247,990.08
1507 · Payroll Taxes - FICA	71,829.79	90,832.81
1509 · Pension	86,449.33	105,891.22
1513 · Payroll Other	46,012.36	65,000.00
1520 · Accounting Fees	24,750.00	25,000.00
1535 · Engineer/Consult Fees/Spec Proj	12,117.50	65,000.00
1540 · Legal Fees	44,765.95	60,000.00
1543 · Legal Fees Special Proj.	0.00	25,000.00
1544 · Other Expense	0.00	1,000.00
1550 · Commercial Property Package	32,888.00	36,000.00
1555 · General/Hazard Liability	36,515.00	38,000.00
1560 · Group Health, Life & Dental	301,027.87	395,000.00
1570 · Workers Compensation	21,981.00	22,000.00
1575 · Advertising	2,003.50	6,500.00
1585 · Computer Supplies - Upgrades	4,656.21	10,000.00
1590 · Dues & Subscriptions	5,345.90	5,600.00
1600 · FPL - Electric	9,697.31	13,000.00
1603 · Gas (LP) Auxiliary Power	188.13	5,000.00
1605 · Janitorial Service	1,422.95	2,000.00
1610 · Licenses & Fees	904.35	900.00
1615 · Maintenance Contracts	5,470.85	9,000.00
1620 · Uniforms	2,068.31	2,500.00
1625 · Office Supplies - Postage	2,808.78	4,500.00
1630 · Payroll Service	2,967.80	3,600.00
1635 · Printing - Stationary	689.06	1,800.00
1640 · Public Records Storage/Filing	7,805.17	40,000.00
1645 · Telephone - Misc. Communication	11,014.36	15,000.00

South Broward Drainage District
Comparative Statement of Revenues and Expenses
General Fund (Budgetary Basis)

	<u>Oct '15 - Jul 16</u>	<u>Annual Budget</u>
1650 · Water & Sewer	1,488.60	2,100.00
1655 · Buildings & Grounds	27,496.98	35,000.00
1660 · Equipment Rental/Outside Svcs.	513.82	5,000.00
1665 · Equip/Vehic/Boats/Hvy Equip	20,308.17	30,000.00
1670 · Fuel/Oil/Lubric. (Pump Stat)	21,300.89	60,000.00
1675 · Fuel/Oil/Lubric. (Vehic/Equip)	25,895.16	40,000.00
1677 · Hazardous Mat./Spill Cont.	944.88	5,000.00
1680 · Janitorial Supplies - Carp. Clg	267.10	1,000.00
1683 · Hurricane Preparedness Supp.	472.69	1,500.00
1685 · Landscaping & Mowing	27,350.64	32,000.00
1690 · Photography - VCR Equip. & Phot	0.00	250.00
1695 · Pump Stations - Flood Gates	34,403.04	70,000.00
1700 · Safety/SCUBA - Inspect Equip.	2,309.52	2,500.00
1705 · Sanitat. - Exterminating Serv.	8,152.50	7,500.00
1710 · Small Tools - Shop Supplies	5,544.82	9,000.00
1715 · Water Recorder/Elev Gge/Telemetry	8,348.54	8,000.00
1720 · Canal/Swale Cleaning/Renovation	7,720.20	30,000.00
1725 · Culvert Cleaning/Inspection	23,130.00	50,000.00
1730 · Culvert Repair - Flapper Gates	39,462.57	40,000.00
1735 · Endwall Repair - Replace./Upgrd	310.68	5,000.00
1740 · Erosion Control	16,529.51	45,000.00
1745 · Gates/Barrier/Fence/Ramp/Sign	3,548.32	5,000.00
1747 · Outfall Structures	0.00	2,000.00
1750 · Trash Rack/Piling/Tank Upgr.	6,358.78	10,000.00
1755 · Tree Removal	25,100.15	30,000.00
1765 · Herbicides	234,416.14	370,000.00
1770 · Triploid Carp/Fsh Guards/Maint	9,700.00	30,000.00
1775 · Water Testing	3,715.00	8,000.00
1780 · Seminars/Meetings/Conferences	6,450.79	8,500.00
1781 · Basin S-3 Drainage Improvements	0.00	0.00
1785 · Equip./Vehicle Replace./Upgrd	38,092.67	50,000.00
1797 · Contingency/Misc Expense	0.00	10,000.00
Total Expense	<u>2,438,816.26</u>	<u>3,345,099.24</u>

SOUTH BROWARD DRAINAGE DISTRICT
SUMMARY OF DISTRICT FUNDS
August 16, 2016

SBDD ASSET ACCOUNTS

Fund	Cash on Hand	Subtotals	Institution	Investment Accounts	Fund Totals	
UNASSIGNED						
General	\$1,053,658	\$1,053,658	Suntrust Muni Now	\$39,855	CD-FL Community	\$1,483,734
				\$244,976	CD-Regent Bank	
				\$145,245	CD-Bank United	
Payroll	\$41,583	\$41,583	Suntrust			\$41,583
COMMITTED						
Capital Improvements	\$838,595	\$838,595	Suntrust Reserve	\$247,500	CD-Stonegate	\$1,599,664
				\$247,500	CD-Landmark	
				\$184,500	CD-Centennial	
				\$81,569	CD-FL Community	
Emergency	\$3,246,697	\$3,246,697	Suntrust Reserve			\$3,246,697
Separation	\$160,668	\$160,668	Suntrust Reserve	\$51,048	CD-Bank United	\$274,716
				\$63,000	CD-Centennial	
Totals	\$5,341,201	\$5,341,201		\$1,305,193		\$6,646,394

SBDD LIABILITY ACCOUNT

Fund	Cash on Hand	Subtotals	Institution	Investment Accounts	Fund Totals	
As-Built	\$90,585	\$90,585	Suntrust Paying	\$51,213	CD-Bank United	\$515,374
				\$247,500	CD-TD Bank	
				\$126,076	CD-FL Community	
Total	\$90,585	\$90,585		\$424,789		\$515,374
FUND TOTALS				\$1,729,982		\$7,161,768

SBDD INVESTMENT SUMMARY

Investment	Recommendation	Investment Amount	Interest Rate	Issue Date	Maturity Date
Bank United CD		\$247,506	0.85%	9/30/2015	9/30/2016
Regent Bank CD		\$244,976	0.50%	1/11/2016	1/11/2017
FL Community Bank CD		\$247,500	1.00%	2/25/2016	2/25/2017
Centennial Bank CD		\$247,500	0.20%	7/19/2016	7/19/2017
TD Bank CD		\$247,500	0.37%	8/8/2016	8/8/2017
Stonegate Bank CD		\$247,500	0.40%	8/8/2016	8/8/2017
Landmark Bank CD		\$247,500	1.01%	8/15/2016	11/15/2017
TOTAL OF INVESTMENTS		\$1,729,982			

Sep-16	Jan-17	Feb-17	Jul-17	Aug-17	Nov-17
\$247,506	\$244,976	\$247,500	\$247,500	\$495,000	\$247,500

DOUGLAS R. BELL
ATTORNEY AT LAW
CUMBERLAND BUILDING, SUITE 505
800 E BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 524-8526

August 17, 2016

South Broward Drainage District
6591 Southwest 160th Avenue
Southwest Ranches, Florida 33331

INVOICE

Legal services rendered on behalf of South Broward Drainage District from July 20, 2016 through August 16, 2016:

1. Coordination regarding 2016/17 Use Code Update for Annual Assessment:
Attorney's Fees: 7 hrs. 30 min. @ \$225.00/hr. = **\$ 1,687.50**

2. Coordination regarding Maintenance Building Issues including Title Opinion, Plat Amendment, Architect Contract and Public Meetings:
Attorney's Fees: 4 hrs. 30 min. @ \$225.00/hr. = **\$ 1,012.50**

3. Coordination regarding Polices and Guidelines for Selecting Professional Consultants:
Attorney's Fees: 12 hrs. 40 min. @ \$225.00/hr. = \$ 2,850.00
Paralegal Fees: 3 hrs. 30 min. @ \$90.00/hr. = \$ 315.00
\$ 3,165.00

4. Coordination regarding 2015/16 Budget:
Attorney's Fees: 10 minutes @ \$225.00/hr. = **\$ 37.50**

5. Coordination regarding 2016/17 Budget:
Attorney's Fees: 40 minutes @ \$225.00/hr. = **\$ 150.00**

TOTAL DUE THIS INVOICE: \$ 6,052.50

DOUGLAS R. BELL
ATTORNEY AT LAW
CUMBERLAND BUILDING, SUITE 505
800 E BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 524-8526

August 17, 2016

South Broward Drainage District
6591 Southwest 160th Avenue
Southwest Ranches, Florida 33331

*** I N V O I C E ***

LEGAL SERVICES REIMBURSABLE FROM PROPERTY OWNERS:

Legal services rendered on behalf of South Broward Drainage District from July 20, 2016 through August 16, 2016:

1. Coordination regarding Ventura Pointe Agreement:

Attorney's Fees:	7 hrs. 45 min.	@ \$225.00/hr.	= \$ 1,743.75
Paralegal Fees:	30 minutes	@ \$90.00/hr.	= \$ 45.00
			\$ 1,788.75

2. Coordination regarding 7-Eleven Monitoring Well Adjacent to Flamingo Road Canal Right-of-Way:

Attorney's Fees:	6 hrs. 15 min.	@ \$225.00/hr.	= \$ 1,406.25
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TOTAL DUE THIS INVOICE: \$ 3,195.00